NO0244-97-D-5123 SISSUED BY CODE NO0244 Fleet & Industrial Supply Center, Contracts Directed 210A14/V. Dyer (619) 532-2562 937 North Harbor Drive San Diego, CA 92132-0060 T. MANE AND ADDRESS OF CONTRACTOR (No. ***) 494, county, \$250 Cruceros del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 Telephone: In This. N/A DLINS; 999082043 CODE 02FJ4 FA ***********************************	ONDER DRAS (16 CI GERECTIVE DATE 4 FEB 01	A.	95045TION/PUAD-143E RECUEST/PACK 157087-5317-0003	PAGE OF PAGES 1 23 ECT NO. 06 NO0244
NO0244-97-D-5123 SISSUED BY CODE NO0244 Fizet & Industrial Supply Center, Contracts Dir Code 210A14/V. Dyer (619) 532-2562 937 North Harbor Drive San Diego, CA 92132-0060 T. NAME AND ADDRESS OF CONTRACTOR (No. ** panel 4%; county, \$20 to Cruceros del Sol Fizmingos 203 Mazatian, Sin., Mexico 82010 Telephone: In Tin: N/A DIBNS: 999082043 CODE 02FJ4 FA **ODE*** TOTAL PROPRIED ON INDIVIOUAL DELIVERY CODE 12. AUTHORITY FOR USING OTIGE THAN FULL AND OFEN COUPETITION TO GENERAL SOLUTION OF THE PROPOSE OF THE	4 FEB 01	. A	57087-5317-0003	
Fleet & Industrial Supply Center, Contracts Dir Code 210A14/V. Dyer (619) 532–2562 937 North Harbor Drive San Diego, CA 92132–0060 TWANE AND ADDRESS OF CONTRACTOR (No. 210-4) 635, course, \$50.0 Cruceros del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 Telephone: II TIN: N/A DUNS: 999082043 CODE 02FJ4 FA TIN: N/A DUNS: 999082043 CODE 02FJ4 FA TIN: BE IDENTIFIED ON INDIVIDUAL DELIVERY CO 13. AUTHORITY FOR USING OTHER THAN FILL, AND OFTEN COUPETITION 16. SUPPLIES/SERVIC The proposal of Cruceros del Sc 96, as extended by letters dated 1 Jan 97, submitted in response N00244-96-5099, is hereby ac		6. AQUINISTERSO B	A (groupe, may upon g)	ne N00244
Code 210A14/V. Dyer (619) 532-2562 937 North Harbor Drive San Diego, CA 92132-0060 Those of CA 92132-0060 Cruceros del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 Telephone: In Tin: N/A DBNS: 999082043 CODE 02FJ4 FA VILL BE IDENTIFIED ON INDIVIOUAL DELIVERY CODE 13. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 16. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 16. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 16. TEM NO. 168. SUPPUES/SERVICE 19. AS extended by letters dated 1 Jan 97, submitted in response N00244-96-5099, is hereby ac	vision	33		
Cruceros del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 Telephone: I TIN: N/A DUNS: 999082043 CODE 02FJ4 FA CODE 02FJ4 FA VILL BE IDENTIFIED ON INDIVIOUAL DELIVERY OF 19, AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION TO 10.3.C. 2504(4) I 1.3.C. 250 15A ITEMNO. I 15B. SUPPUES/SERVICE The proposal of Cruceros del Sol 96, as extended by letters dated 1 Jan 97, submitted in response N00244-96-5099, is hereby ac	2.5		DUPLIO ORIGI	
Cruceros del Sol Flamingos 203 Mazatlan, Sin., Mexico 82010 Telephone: I TIN: N/A DUNS: 999082043 CODE 02FJ4 FA 11, \$10F TOWNARKFOR CODE WILL BE IDENTIFIED ON INDIVIOUAL DELIVERY OF 19, AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTION 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND OFFIN COUPETTON 19. AUTHORITY FOR USING OTHER THAN FULL AND O	and ZIP Code)	20 10 10	8. DELIVERY	
TIN: N/A DBNS: 999082043 CODE 02FJ4 FA TIN: SHIP TOWNERFOR CODE WILL BE IDENTIFIED ON INDIVIOUAL DELIVERY CO 13. AUTHORITY FOR USING OTHER THAN FULL AND OFEN COUPETTION 15A. ITEM ND. 16B. SUPPLIES/SERVICE The proposal of Cruceros dat Sx 96, as extended by letters dated 1 Jan 97, submitted in response NO0244-96-5099, is hereby ac	S.	50-55	O DISCOUNT FOR PROMPT PAYINGN	TARES (See Delon)
CODE 02FJ4 FA TI, SHIP TO/HARK FOR CODE WILL BE IDENTIFIED ON INDIVIOUAL DELIVERY OF 13. AUTHORITY FOR USING OPIER THAN FULL AND OPEN COUPETTION 15. ITEM NO. 168. SUPPLIES/SERVICE The proposal of Cruceros dat Sc. 96, as extended by letters dated 1 Jan 97, submitted in response NO0244-96-5099, is hereby ac	·		NONE	
The proposal of Cruceros dat St. 96, as extended by letters dated 1 Jan 97, submitted in response NO0244-96-5099, is hereby ac	<u> </u>	45-00 - 45	10, SWEMIT BIV CICES (4 copies styless other- else specified) TO THE	FEM SECT G
WILL BE IDENTIFIED ON INDIVIOUAL DELIVERY OF 10. AUTHORITY FOR USING OPIGE THAN SULL AND GROW COUPETTION. 10. AUTHORITY FOR USING OPIGE THAN SULL AND GROW COUPETTION. 16A. ITEM ND. 16A. SUPPLIES/SERVICE The proposal of Cruceros dat SX 96, as extended by letters dated 1 Jan 97, submitted in response NO0244-96-5099, is hereby according to the coupeting of the	CILITY CODE	12 PAYPENT WILL	ADDRESS SHOWN IN ITEM	
The proposal of Cruceros dat Sc 96, as extended by letters dated 1 Jan 97, submitted in response N00244-96-5099, is hereby ac	DADERS		CIFIED ON INDIVIDUAL DELIV	ERY CADERS
forth on pages 2-23 herein.	es or, dated 17 Sep 27 Nov 96 and to solicitation	isc quart	houra Oheana	ESTIMATED CETLI
			OR, TOTAL AMOUNT OF CONTRACT	+ 8122 549,330
773 SEC. DESCRIPTION	16 TABLE (\$)	OF CONTENTS (X) SEC.	DESCRIPTION	PAGE(S)
(X) SSC. DESCRIPTION PART I— THE SCHEDULE			PARY & - CONTRACY CLA	JISES
A SOLICITATION/CONTRACT FORM		11	CONTRACT CLAUSES LIST OF DOCUMENTS, EXHIBITS, AS	STATER ATTACHMENTS
B SUPPLIES OR SERVICES AND PRICES/	00575		LIST OF ATTACHMENTS	E ON IE CANA
C DESCRIPTION/SPECS./WORK STATEM D PACKAGING AND MARKING	TEWI	1	PART W - REPRESENTATIONS AND	INSTRUCTIONS
E INSPECTION AND ACCEPTANCE		К	REPRESENTATIONS, CERTIFICA OTHER STATEMENTS OF OFFER	TIONS AND
F DELIVERIES OR PERFORMANCE] "`		The state of the s
G CONTRACT ADMINISTRATION DATA		1 14	INSTRUMENTAL CONSIST, AND NOTICES EVALUATION FACTORS FOR AV	VARD
R SPECIAL CONTRACT REQUIREMENTS	THE OFFICER WILL CO			
17. CONTRACTOR'S NEGOTIATED AGREEMENT 19 sign his document and ruhum Contractor pages to turnish and deliver at heims or performent of contractor benefits deliver and some side of any contractor stated pages. The rights and obligations contract shall be subject to end governed by the following what of contract, (b) the solicitation, it any, and (c) stich tends of entitional lost, and appendication, is any analysis reference mercial (Associations and Institutional). 194. WANTS AND TITLE OF SKINER (Type or paint)	(Contractor is required a Assuint Office)	SB. XX AN Your offer on 5 Incouding the 879 set Sorth on terry contin sets of The color, and (b)	ASRD (Contractor is a citation Number N0024 additions or changes made by ye in full above, is helpey scoppled as stason streets. The award companing opcometries (a) he com- tiples award/contract. We hardware con- owners/contract.	et regarded to sign this document.) 14-96-R-5099 by which editions or changes to the terms 1984 about and the configuration about the configuration and your inactual documents and your inactual documents.
### (Signal are of poston authorized to sign) ### (Signal are of poston authorized to sign) ### (Signal are of poston authorized to sign)	SOC DATE SIGNED		ITES OF NATROAN, 1	200. DATE ENGHED

AWARD IS FOR THE BASE PERIOD ONLY, IDENTIFIED AS CONTRACT LINE ITEM NUMBERS (CLINS) 0001 THROUGH 0015. OPTIONS, IF EXERCISED, WILL BE IN ACCORDANCE WITH THE OPTION PROVISIONS CONTAINED HEREIN.

DFARS Clause 252.247-7024, entitled "Notification of Transportation of Supplies by Sea", is hereby incorporated into the contract by reference with the same force and effect as if it were given in full text.

The following information is provided regarding designation of official Payment Offices:

PAYMENT OFFICE FOR U.S. NAVY:

Defense Finance & Accounting Service (DFAS) San Diego Operating Location, Code FPV-P P. O. Box 429100 San Diego, CA 92142-9100 Telephone: (619) 616-5400/5180

PAYMENT OFFICE FOR U.S. COAST GUARD:

Commanding Office (1224)
U.S. Coast Guard Finance Center
1430A Kristina Way
Chesapeake, VA 23326-1224
Telephone: (510) 437-3993

MILITARY SEALIFT COMMAND: Contact the PCO identified below PRIOR to issuance of a delivery order under the contract.

FAR Clause 52.216-18, entitled "Ordering", on page 69 of the solicitation, is hereby revised as follows:

Change last sentence in paragraph (a) to read: "Such orders may be issued from 1 February 1997 through 31 January 1998."

Revise Ordering Period, Option Year I, on page 70 to read "... shall extend from 1 February 1998 through 31 January 1999."

Revise Ordering Period, Option Year II, on page 70 to read "...shall extend from 1 February 1999 through 31 January 2000."

Add the following sentence to paragraph 13(a) of the statement of work, on page 39:

"Prices do NOT include freeway tolls or airport use fees."

Delete the following from paragraph 3(a) of the statement of work, on page 25:

..."or 2) the contractor may purchase pesos on behalf of the ship (dollars will be provided to the contractor, who will purchase pesos at the maximum rate currently available).

Add the following to paragraph 4tb)(i) of the statement of work, on page 29, immediately following first sentence (All refuse from vessels, or in plastic bags or cardboard boxes, shall be collected as ordered.)

"All refuse MUST be double-bagged prior to collection by contractor."

Revise paragraph 15 of the statement of work, on page 41, to read as follows:

"The Contractor shall submit a quarterly report to the Fleet and Industrial Supply Center (FISC) Contracting Officer summarizing, by item, the actual quantities and prices incurred under this contract during each reporting period. Prices included in the quarterly report may be in either U.S dollars or Mexican pesos; if prices are submitted in pesos, a copy of the official exchange rate in effect at the time of invoice submission and payment must also be provided as substantiating documentation."

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The services and supplies to be furnished under this contract include Husbanding Agent/Port Services for U.S. Navy, U.S. Coast Guard, and U.S. Military Sealift Command Ships in the Port of Mazatlan, Mexico. The description of U.S. ships by class and type is provided as Attachment A to of this solicitation/ contract. As consideration for the Contractor's furnishing the required services and managing delivery of all associated supplies (in full compliance with the specifications set forth herein), payment shall be made in accordance with the prices set forth below. All PROPOSED prices shall be in Mexican pesos; however, payment may be made in U.S. dollars at the official exchange rate in effect at the time of payment (See Invoice clause in Section G.)

IMPORTANT NOTES:

- 1. The following contract line items are fixed price items, with the exception of Pilots, which is a port tariff item to be reimbursed at rates established by local official Mexican government agencies and authorities. For fixed price items, enter your offer in the "Price" column, and the corresponding total in the "Total" column. If the item is a port tariff item, a Not-to-Exceed amount will be specified in Section B. Any Not-To-Exceed (NTE) amounts indicated in Section B below represent the TOTAL amount for ALL orders for each item, and may not be exceeded without a modification to the contract. All offers must include an English translation of the Port Tariff. Invoices for these items, which are submitted against individual delivery orders, shall be supported by copies of official tariff rates currently authorized by local authorities. (See Section G for detailed invoicing instructions.)
- 2. For all services to be provided, <u>your offer must be a composite</u> rate which includes work performed during normal working hours, and overtime for work performed outside normal working hours, such as evenings, weekends and holidays.
- 3. Definitions for the "Unit" abbreviations are as follows:

CX = collection

EA = each

GL = Gallon

MT = Metric Ton

DY = Day

PD = Partial Day

HR = Hour

MN = Minute

TP = Trip

- 4. Delivery Instructions Not applicable to contract award.
- 5. The estimated quantities presented in the Schedule are based on historical data and represent the most accurate information currently available. As set forth in the solicitation clauses, there is $\underline{\text{No}}$ guarantee that the actual quantities ordered will meet or exceed estimates, and offerors are cautioned that price deviations due to variations in estimated quantities will NOT be allowed.
- 6. "Government" refers to U.S. Government, unless otherwise stated.
- 7. The prices charged for Pilots shall include ONLY the formula designated by the local Port Authority, which is in effect at the time each order requiring pilot services is issued. (For example, \$N0.026 X GRT (gross registered tonnage) + \$N2.00 X draft footage.)

ANY ADDITIONAL CHARGES ASSOCIATED WITH PILOT SERVICES MUST BE INCLUDED IN THE "AF" CONTRACT LINE ITEMS, UNDER "HANDLING CHARGES". Any requested changes/revisions to formulas used to calculate charges for pilot services must be submitted to the Contracting Officer and shall include a copy of the official tariff rates issued by local Mexican governmental agencies or authorities.

8. Some clauses, provisions, terms and/or conditions are incorporated into the contract by reference, with the same force and effect as if they were set forth in full text. The full text of all clauses incorporated by reference are provided as Attachment III to the solicitation.

BASE YEAR -01 February 1997 through 31 January 1998

SERVICES IN THE PORT OF MAZATLAN, MEXICO

(ALL PRICES IN MEXICAN PESOS)

<u>ITEM</u>	EST DESCRIPTION	<u>QTY</u>	<u>UNIT</u>	UNIT PRICE	ESTIMATED TOTAL <u>PRICE</u>
FIRST DAY	ANDING SERVICES for the in port, in accordance C herein, for the sses of ships:				
0001AA	Class I	4	DY	\$ 4,785	\$ 19,140
0001AB	Class II	14	DY	\$ 6,680	\$ 93,520
0001AC	Class III	1	DY	\$ 6,680	\$ 6,680
0001AD	Class IV	1	DY	\$11,420	\$ 11,420
0001AE	Class V	1	DY	\$21,000	\$ 21,000
SI ac h	USBANDING SERVICES for UBSEQUENT DAYS in port, in accordance with Section C erein, for the following asses of ships:				
0002AA	Class I	16	DY	\$ 1,445	\$ 23,120
0002AB	Class II	56	DY	\$ 1,900	\$106,400
0002AC	Class III	4	DY	\$ 1,900	\$ 7,600
0002AD	Class IV	4	DY	\$ 3,800	\$ 15,200
0002AE	Class V	4	DY	\$ 6,685	\$ 26,740

ITEM DE	SCRIPTION	EST QTY	<u>UNIT</u>	PRICE	EST TOTAL PRICE
0003 WA	TER TAXI SERVICES				
PARTIAL	DAY SERVICE:				
0003AA 1	50 passenger	48	TP	\$ 1,400	\$ 67,200
0003AB 5	il - 200 passenger	140	TP	\$ 2,475	\$346,500
0003AC D	DELETED				
	anding Platform/ Breasting Barge	212	HR	\$ 1,320	\$279,840
FULL DAY	SERVICE:				
0003AE	1-50 passenger	12	DY	\$12,500	\$150,000
0003AF	51-200 passenger	42	DY	\$36,000	\$1,512,000
0003AG	201-500 passenger (MIN 4 DAYS)	48	DY	\$123,750	\$5,940,000
0003AH	Landing Platform/ Breasting Barge	70	DY	\$10,400	\$728,000
0003AJ	Cancellation Fee (APPLIES TO 0003AG ONL	50 Y)	EA	\$20,000	\$1,000,000
0004 GR	COUND TRANSPORTATION				
PARTIAL	DAY SERVICE:				
0004AA	Sedan, 4 passenger	60	HR	\$ 110	\$ 6,600
0004AB	Suburban, 8-10 passeng	er 250	HR	\$ 110	\$ 27,500
0004AC	Mini-Bus, 18-25 passen	ger 200	HR	\$ 250	\$ 50,000
0004AD	Bus, 35-45 passenger	200	HR	\$ 320	\$ 64,000

<u>ITEM</u>	DESCRIPTION	EST QTY	<u>UNIT</u>	UNIT PRICE	EST TOTAL PRICE
FULL DA	Y SERVICE:				
0004AE	Sedan, 4 passenger	80	DY	\$ 1,700	\$136,000
0004AF	Suburban, 8-10 passenger	80	DY	\$ 1,700	\$136,000
0004AG	Mini-Bus, 18-25 passenger	60	DY	\$ 3,700	\$222,000
0004AH	Bus, 35-45 passenger	120	DY	\$ 4,800	\$576,000

0005 COLLECTION/HOLDING/TRANSFER (CHT) - SEWAGE REMOVAL AT PIERSIDE

(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).

0005AA	Class I/II (Min 1,000 GL DAILY)	360,000	GL	\$ 4.50	\$1,620,000
0005AB	Class III/IV (Min 4,000 GL DAILY)	360,000	GL	\$ 2.50	\$ 900,000

0006 COLLECTION/MOLDING/TRANSFER (CHT) - SEWAGE REMOVAL AT ANCHORAGE

(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).

0006AA Class I/II 360,000 GL \$ 7.50 \$2,700,000 (Min 1,000 GL DAILY)

<u>ITEM</u>	DESCRIPTION	EST QTY	<u>UNIT</u>	UNIT PRICE	EST TOTAL PRICE
0006AB	Class III (Min 4,000 GL DAILY)	50,000	GL	\$ 6.20	\$310,000
0006AC	Class IV (Min 10,000 GL DAILY)	125,000	GL	\$ 4.70	\$587,500
0006AD	Class V	125,000	GL	\$ 4.10	\$512,500
0007	TRASH REMOVAL AT PIERSII	Œ			
0007AA	Class I	40	CX	\$ 900	\$ 36,000
0007AB	Class II	140	CX	\$ 1,250	\$175,000
0007AC	Class III	200	CX	\$ 2,500	\$500,000
0007AD	Class IV	280	CX	\$ 8,20	\$2,310,000
0008 TR	ASH REMOVAL AT ANCHORAGE				
AA8000	Class I	40	CX	\$ 1,250	\$ 50,000
0008AB	Class II	140	CX	S 2,850	\$399,000
0008AC	Class III	10	CX	\$ 7,600	\$ 76,000
0008AD	Class IV	10	CX	\$17,000	\$170,000
0008AE	Class V	10	CX	\$37,200	\$372,000
0009	PILOTS AND PILOT BOATS				NTE
0009AA	Class I Pilots	8	EA	\$ PT	\$ 2,400
0009AB	Class II Pilots	28	EA	\$ PT	\$ 8,400

<u>ITEM</u>	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EST TOTAL PRICE
0009AC	Class III Pilots	2	EA	\$ PT	\$ 600
0009AD	Class IV Pilots	2	EA	\$ PT	\$ 600
0009AE	Class V Pilots	2	EA	\$ PT	\$ 600
0009AF	Pilot Boat	40	EA	\$ 620	\$ 24,800
0009AG	Handling Charge - to be at 10% of CLIN 0009AA, 0009AB, 0009AC, 0009AD, 0009AE and 0009AF above	1	LO	\$ 10%	\$ 1,260
0010	BERTHING AND LINE HAND	LERS			
0030AA	Line Handlers, Class I	8	EA	\$ 350	\$ 2,800
0010AB	Line Handlers, Class I	I 28	EA	\$ 600	\$ 16,800
0010AC	Line Handlers, Class I	II 2	EA	\$ 900	\$ 1,800
0010AD	Line Handlers, Class I	V 2	EA	\$1,100	\$ 2,200
0011 FR	ESH POTABLE WATER - PIE	RSIDE			
0011AA	Class I	100,000	GL	\$ 0.10	\$ 10,000
0011AB	Class II	700,000	GL	\$ 0.10	\$ 70,000
0011AC	Class III	100,000	GL	\$ 0.10	\$ 10,000
0011AD	Class IV	100,000	GL	\$ 0.10	\$ 10,000

<u>ITEM</u>	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EST TOTAL PRICE		
0012 DE	CLETED						
0013 COMMUNICATION SERVICES, (prices represent rental/ lease cost per item, per day)							
0013AA	Cellular Phone	60	EA	\$ 66	\$ 3,960		
0013AB	Two-way Radios	220	EA	\$ 120	\$26,400		
0013AC	Pagers	250	EA	\$ 100	\$25,000		
0014	CUSTOMS BROKERAGE	50	EA	\$ 825	\$41,250		
0015	QUARTERLY REPORTS	4	EA	\$ NSP	\$ NSP		
BASE YEAR TOTALS \$22,549,330							

^{*} NSP = NOT SEPARATELY PRICED

OPTION I -01 February 1998 through 31 January 1999

SERVICES IN THE PORT OF NAZATLAN, MEXICO

(ALL PRICES IN MEXICAN PESOS)

ITEM	DESCRIPTION	EST QTY	<u>UNIT</u>	UNIT PRICE	EST TOTAL PRICE
F] W	SBANDING SERVICES for the IRST DAY in port, in account the Section C herein, for collowing classes of ships	rdance the			
0016AA	Class I	4	DY	\$ 5,025	\$20,100
0016AB	Class II	14	DY	\$ 7,015	\$98,210
0016AC	Class III	1	DY	\$ 7,015	\$ 7,015
0016AD	Class IV	1	DY	\$12,000	\$12,000
0016AE	Class V	1	DY	\$22,000	\$22,000
SI ac he	USBANDING SERVICES for UBSEQUENT DAYS in port, is coordance with Section Cerein, for the following lasses of ships:	n			
0017AA	Class I	16	DY	\$ 1,518	\$ 24,288
0017AB	Class II	56	DY	\$ 1,995	\$111,720
0017AC	Class III	4	DY	\$ 1,995	\$ 7,980
0017AD	Class IV	4	DY	\$ 3,990	\$ 15,960
0017AE	Class V	4	DY	\$ 7,020	\$ 28,080

<u>ITEM</u>	DESCRIPTION	EST QTY	<u>UNIT</u>	UNIT PRICE	EST TOTAL PRICE
0018	WATER TAXI SERVICES				
PARTIAL	DAY SERVICE:				
0018AA	1-50 passenger	48	TP	\$ 1,470	\$ 70,560
0018AB	51 - 200 passenger	140	TP	\$ 2,600	\$364,000
0018AC	DELETED				
0018AD	Landing Platform/ Breasting Barge	212	HR	\$ 1,390	\$294,680
FULL DA	Y SERVICE:				
0018AE	1-50 passenger	12	DY	\$ 1,320	\$ 15,840
0018AF	51-200 passenger	42	DY	\$37,800	\$1,587,600
0018AG	201-500 passenger (MIN 4 DAYS)	48	DY	\$130,750	\$6,240,000
0018AH	Landing Platform/ 70 D Breasting Barge	Y \$11,000	\$770,00	0	
0018AJ	Cancellation Fee 50 EA \$ (APPLIES TO 0018AG ONLY		.,050,000)	
0019	GROUND TRANSPORTATION				
PARTIAL	DAY SERVICE:				
0019AA	Sedan, 4 passenger	60	HR	\$ 116	\$ 6,960
0019AB	Suburban, 8-10 passenge	er 250	HR	\$ 116	\$29,000
0019AC	Mini-Bus, 18-25 passeng	ger 200	HR	\$ 263	\$52,600
0019AD	Bus, 35-45 passenger	200	HR	\$ 340	\$68,000

<u>ITEM</u>	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EST TOTAL PRICE
FULL DAY	Y SERVICE:				
0019AE	Sedan, 4 passenger	80	DY	\$ 1,785	\$142,800
0019AF	Suburban, 8-10 passenger	2 80	DY	\$ 1,785	\$142,800
0019AG	Mini-Bus, 18-25 passenge	er 60	DY	\$ 3,885	\$233,100
0019AH I	Bus, 35-45 passenger	120	DY	\$ 5,040	\$604,800

0020 COLLECTION/HOLDING/TRANSFER (CET) - SEWAGE REMOVAL AT PIERSIDE

(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).

0020AA Class I/II (Min 1,000 GL DAILY)	360,000	GL	\$ 4.70	\$1,692,000
0020AB Class III/IV (Min 4,000 GL DAILY)	360,000	GL	\$ 2.62	\$943,200

0021 COLLECTION/HOLDIN&/TRANSFER (CHT) - SEWAGE REMOVAL AT ANCHORAGE

(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).

0021AA Class I/II 360,000 GL \$ 7.87 \$2,833,200 (Min 1,000 GL DAILY)

ITEN	M DESCRIPTION	EST QTY	<u>UNIT</u>	UNIT PRICE	EST TOTAL PRICE		
0021AB	Class III (Min 4,000 GL DAILY)	50,000	GL	\$ 6.50	\$325,000		
0021AC	Class IV (Min 10,000 GL DAILY)	125,000	GL	\$ 4.94	\$617,500		
0021AD	Class V	125,000	GL	\$ 4.30	\$537,500		
0022 TR	ASH REMOVAL AT PIERSIDE						
0022AA	Class I	40	CX	\$ 945	\$ 37,800		
0022AB	Class II	140	CX	\$ 1,310	\$183,400		
0022AC	Class III	200	CX	\$ 2,625	\$525,000		
0022AD	Class IV	280	CX	\$ 8,600	\$2,424,800		
0023 TR	ASH REMOVAL AT ANCHORAGE						
0023AA	Class I	40	CX	\$ 1,310	\$ 52,400		
0023AB	Class II	140	CX	\$ 2,990	\$41S,600		
0023AC	Class III	10	CX	\$ 7,980	\$ 79,800		
0023AD	Class IV	10	CX	\$17,850	\$178,500		
0023AE	Class V	10	CX	\$39,060	\$390,600		
0024 PI	0024 PILOTS AND PILOT BOATS NTE						
0024AA	Class I Pilots	8	EA	\$ PT	\$2,400		
0024AB	Class II Pilots	28	EA	\$ PT	\$8,400		

ITEM	DESCRIPTION		EST QTY	UNIT	UNIT PRICE		OTAL RICE
0024AC	Class III Pilots		2	EA	\$ PT	\$	600
0024AD	Class IV Pilots		2	EA	\$ PT	\$	600
0024AE	Class V Pilots		2	EA	\$ PT	\$	600
0024AF	Pilot Boat		40	EA	\$ 651	\$	26,040
0024AG	Handling Charge - to be at 10% of CLIN 0024AA, 0024AB 0024AC, 0024AD, 002 and 0024AF above		1	LO	\$ 10%	\$	1,260
0025 BE	RTHING AND LINE HAND	LERS					
0025AA	Line Handlers, Clas	s I	8	EA	\$ 370	\$	2,960
0025A8	Line Handlers, Clas	s II	28	EA	\$ 630	\$	17,640
0025AC	Line Handlers, Clas	s III	I 2	EA	\$ 945	\$	1,890
0025AD	Line Handlers, Clas	s IV	2	EA	\$ 1,155	\$	2,310
0026 FRESH POTABLE WATER - PIERSIDE							
0026AA	Class I	100,0	000	GL	\$ 0.11	\$	11,000
0026A8	Class II	700,0	000	GL	\$ 0.11	\$	77,000
0026AC	Class III	100,0	000	GL	\$ 0.11	\$	11,000
0026AD	Class IV	100,0	000	GL	\$ 0.11	\$	11,000

ITEM	DESCRIPTION	EST QTY	UNIT	_	NIT PRICE	TOTAL PRICE
0027	DELETED					
0028	COMMUNICATION SERVICES, (prices represent rental/ lease cost per item, per day)					
0028AA	Cellular Phone	60	EA	\$	69	\$4,140
0028AB	Two-way Radios	220	EA	\$	126	\$27,720
002sAC	Pagers	250	EA	\$	105	\$26,250
0029 CU	STOMS BROKERAGE	50	EA	\$	865	\$ 43,250
0030 QU	VARTERLY REPORTS	4	EA	\$	NSP	\$ NSP
	OPTION	I TOTAL			\$23,535.	453

^{*} NSP = NOT SEPARATELY PRICED

OPTION II -01 February 1999 through 31 January 2000

SERVICES IN THE PORT OF MAZATLAN, MEXICO

(ALL PRICES IN MEXICAN PESOS)

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE		
0031	HUSBANDING SERVICES for the FIRST DAY in port, in accordance with Section C herein, for the following classes of ships:						
0031AA	Class I	4	DY	\$ 5,275	\$ 21,100		
0031AB	Class II	14	DY	\$ 7,365	\$103,110		
0031AC	Class III	1	DY	\$ 7,365	\$ 7,365		
0031AD	Class IV	1	DY	\$12,600	\$ 12,600		
0031AE	Class V	1	DY	\$23,100	\$ 23,100		
0032	HUSBANDING SERVICES for SUBSEQUENT DAYS in port, in accordance with Section C herein, for the following classes of ships:						
0032AA	Class I	16	DY	\$ 1,590	\$ 25,440		
0032AB	Class II	56	DY	\$ 2,095	\$117,320		
0032AC	Class III	4	DY	\$ 2,095	\$ 8,380		
0032AD	Class IV	4	DY	\$ 4,190	\$ 16,760		
0032AE	Class V	4	DY	\$ 7,370	\$ 29,480		

ITEM	DESCRIPTION	EST QTY	<u>UNIT</u>	UNIT PRICE	TOTAL PRICE	
0033	WATER TAXI SERVICES					
PARTIAL	DAY SERVICE:					
0033AA	1-50 passenger	48	TP	\$ 1,540	\$ 73,920	
0033AB	51 - 200 passenger	140	TP	\$ 2,730	\$382,200	
0033AC	DELETED					
0033AD	Landing Platform/ Breasting Barge	212	HR	\$ 1,450	\$307,400	
FULL DA	Y SERVICE:					
0033AE	1-50 passenger	12	DY	\$ 1,385	\$ 16,620	
0033AF	51-200 passenger	42	DY	\$39,690	\$1,666,980	
0033AG	201-500 passenger (MIN 4 DAYS)	48	DY	\$136,500	\$6,552,000	
0033AH	Landing Platform/ Breasting Barge	70	DY	\$11,550	\$808,500	
0033AJ	Cancellation Fee (APPLIES TO 0033AG ONLY	50	EA	\$22,000	\$1,100,000	
0034 GROUND TRANSPORTATION						
PARTIAL DAY SERVICE:						
0034AA	Sedan, 4 passenger	60	HR	\$ 120	\$ 7,200	
0034AB	Suburban, 8-10 passenge	r 250	HR	\$ 120	\$30,000	
0034AC	Mini-Bus, 18-25 passeng	er 200	HR	\$ 275	\$55,000	
0034AD	Bus, 35-45 passenger	200	HR	\$ 360	\$72,000	

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE		
FULL DAY SERVICE:							
0034AE	Sedan, 4 passenger	80	DY	\$ 1,875	\$150,000		
0034AF	Suburban, 8-10 passenger	80	DY	\$ 1,875	\$150,000		
0034AG	Mini-Bus, 18-25 passenge	er 60	DY	\$ 4,080	\$244,800		
0034AH	Bus, 35-45 passenger	120	DY	\$ 5,290	\$634,800		

0035 COLLECTION/HOLDING/TRANSFER (CAT) - SEWAGE REMOVAL AT PIERSIDE

(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).

0035AA Class I/II (Min 1,000 GL DAILY)	360,000	GL	\$ 4.90	\$1,764,000
0035AB Class III/IV (Min 4,000 GL DAILY)	360,000	GL	\$ 2.75	\$990,000

0036 COLLECTION/HOLDING/TRANSFER (CHT) - SEWAGE REMOVAL AT ANCHORAGE

(Note: A minimum number of gallons per day will be guaranteed based on the ship class to cover the Contractor's minimum fixed costs. This guaranteed payment is included in order to encourage Contractors to significantly reduce their quoted price per gallon).

0036AA Class I/II 360,000 GL \$ 8.25 \$2,970,000 (Min 1,000 GL DAILY)

<u>ITEM</u>	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE		
0036AB	Class III (Min 4,000 GL DAILY)	50,000	GL	\$ 6.80	\$340,000		
0036AC	Class IV (Min 10,000 GL DAILY)	125,000	GL	\$ 5.18	\$647,500		
0036AD	Class V	125,000	GL	\$ 4.50	\$562,500		
0037 TRASH REMOVAL AT PIERSIDE							
0037AA	Class I	40	CX	\$ 990	\$ 39,600		
0037AB	Class II	140	CX	\$1,375	\$192,500		
0037AC	Class III	200	CX	\$2,755	\$551,000		
0037AD	Class IV	280	CX	\$9,090	\$2,545,200		
0038 TR	ASH REMOVAL AT ANCHORA	AGE					
0038AA	Class I	40	CX	\$ 1,375	\$55,000		
0038AB	Class II	140	CX	\$ 3,140	\$439,600		
0038AC	Class III	10	CX	\$ 8,380	\$ 83,800		
0038AD	Class IV	10	CX	\$18,750	\$187,500		
0038AE	Class V	10	CX	\$41,000	\$410,000		
0039 PI	LOTS AND PILOT BOATS	נמ	'E				
0039AA	Class I Pilots	8	EA	\$ PT	\$ 2,400		
0039AB	Class II Pilots	28	EA	\$ PT	\$ 8,400		

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE		
0039AC	Class III Pilots	2	EA	\$ PT	\$ 600		
0039AD	Class IV Pilots	2	EA	\$ PT	\$ 600		
0039AE	Class V Pilots	2	EA	\$ PT	\$ 600		
0039AF	Pilot Boat	40	EA	\$ 685	\$27,400		
0039AG	Handling Charge - to be at 10% of CLIN 0039AA, 0039AB, 0039AC, 0039AD, 0039AE and 0039AF above	1	LO	\$ 10%	\$ 1,260		
0040 BE	RTHING AND LINE HANDLERS						
0040AA	Line Handlers, Class I	8	EA	\$ 390	\$ 3,120		
0040AB	Line Handlers, Class II	28	EA	\$ 660	\$18,480		
0040AC	Line Handlers, Class II	1 2	EA	\$ 990	\$ 1,980		
0040AD	Line Handlers, Class IV	2	EA	\$ 1,200	\$ 2,400		
0041 FRESH POTABLE WATER - PIERSIDE							
0041AA	Class I 1	00,000	GL	\$ 0.12	\$12,000		
0041AB	Class II 7	00,000	GL	\$ 0.12	\$84,000		
0041AC	Class III 1	00,000	GL	\$ 0.12	\$12,000		
0041AD	Class IV 1	00,000	GL	\$ 0.12	\$12,000		

ITEM	DESCRIPTION	EST QTY	<u>UNIT</u>	UNIT PRICE	TOTAL PRICE
0042	DELETED				
0043	COMMUNICATION SERVICES, (prices represent rental/ lease cost per item, per day)				
0043AA	Cellular Phone	60	EA	\$ 72.50	\$ 4,350
0043AB	Two-way Radios	220	EA	\$ 130	\$29,040
0043AC	Pagers	250	EA	\$ 110	\$27,500
0044	CUSTOMS BROKERAGE	50	EA	\$ 910	\$45,500
0045	QUARTERLY REPORTS	4	EA	\$ NSP	\$ NSP

OPTION II TOTAL <u>\$24,687,905</u>

^{*} NSP = NOT SEPARATELY PRICED

LINE ITEMS SUBJECT TO ECONOMIC PRICE ADJUSTMENT

- (a) Tariff-priced contract line items under this contract are subject to adjustment based on revisions to tariff-prices established by local port authorities. In order to claim much an adjustment, the Contractor must submit a current tariff price list issued by the cognizant authority with its proposal, in the format required by this contract.
- (b) Any adjustments to contract line item prices, made pursuant to that clause in Section I entitled "Price Changes", shall be limited to increases or decreases in the applicable tariff. No adjustment shall be made for any other factor, including but not limited to overhead, general and administrative costs, and profit.
- (c) In addition to economic price adjustments for port tariff items, contract line item prices may be subject to adjustment when fluctuations in the local economy cause a change in the current inflation rate of more the" 10%. Only the inflation index "Banco de Mexico Index", issued by the Central Bank of Mexico every 15 days, shall be acceptable for purposes of adjusting contract line item prices for inflation.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The effort required hereunder shall be performed in accordance with the following specifications and in accordance with all other terms and conditions set forth herein.

SPECIFICATIONS

A. HUSBANDING SBRVICBS TO BE PROVIDED BY CONTRACTOR:

The Contractor shall provide husbanding services a. described in Section C and other sections herein, and shall also include arrangements for any official supplies and services to be sub-contracted in accordance with the terms and conditions of thin contract. As consideration for the performance of these services, the Contractor shall be paid the applicable Husbanding Fee set forth in Section B. This payment constitutes total consideration for performance of these services, including all overhead and office expenses (e.g., telephone, telex, postage, etc.) and Contractor overtime. Performance of services includes providing for any contract line items, or portions thereof, which may be required in accordance with the terms of the contract and in compliance with the following specifications:

1. PRELIMINARY ARRANGEMENTS

Upon notification of a forthcoming visit by a U.S. vessel from an authorized Ordering Activity (see Sections G and H of the contract), the Contractor shall make all necessary preliminary arrangements with port authorities, other Government contractors and/or sub-contractors, and other commercial firms, as necessary, in order to provide the specific services required, and at the times requested. The contractor shall additionally arrange for any supplies and/or services requested by ship's Supply Officers which are not separately priced under this Schedule, but which the contractor will be responsible for arranging. Although notification of pending ship visits will normally be provided 3-10 days in advance of the ships' arrival, service" may occasionally be required on an immediate and/or urgent basis. The Contractor shall make arrangements for Customs, Immigration, Agricultural Department, etc. representatives to meet the ship on arrival to complete all port entry formalities and requirements.

2. INITIAL BOARDING:

- (a) The Contractor shall board each ship upon arrival or as soon thereafter as practicable, but in any case within one (1) hour after arrival, to discuss the ship's requirements. If multiple U.S. Navy (USS) ships and/or Military Sealift Command ships (USES) or U.S. Coast Guard vessels arrive within the same day and in the same port, initial boarding shall be accomplished within eight (8) hours after arrival of each ship.
- (b) The Contractor shall have available, upon boarding, a copy of Sections B and C to this contract; translated copies of applicable port tariffs; and current pricing information for frequently ordered supplies or services provided by other sources within the port (e.g. FF&V, Laundry, etc.); and shall also have available any other information identified and/or provided by FISC San Diego for distribution to ships, such as port service bulletins, customer service guides, etc. The Contractor shall be prepared to take additional ships' orders for any official supplies and/or services as may be required under the terms and conditions of this contract.
- (c) The Contractor shall, upon initial boarding, be prepared to brief ship personnel on local area public transportation availability, emergency services, and any available athletic and recreational facilities located in the vicinity of Mazatlan. Such information shall include the location, hours of operation, and cost of such facilities, including but not limited to: soccer fields, basketball courts, swimming areas; an well as the availability of local teams for competitive athletics and information regarding the availability and pricing of tours, local points of interest, etc.
- (d) The Contractor shall also, upon initial boarding, be prepared to brief ship personnel and make suggestions/recommen-dations regarding local charitable organizations and/or institutions suitable for HANDCLASP and/or COMPEL projects.
- (e) The contractor shall provide assistance, as requested, to the Mexican Naval Liaison Officer, if assigned, in arranging and/or performing protocol matters. In the absence of an assigned Mexican Naval Liaison Officer, the contractor shall provide information to the "hip's supply officer regarding protocol matters and shall make arrangements and/or assist in making arrangements relative to official visits with local dignitaries, ships tours, official guest lists, etc.

3. MONEY EXCHANGE SERVICE:

- (a) The Contractor shall assist in exchanging U.S. dollars and Mexican pesos, utilizing one of the following method: 1) contractor shall accompany ship's disbursing and/or supply officer(s) to the nearest bank or money exchange where dollars may be exchanged for pesos; or 2) thecontractor may purchase pesos on behalf of the ship "dollars will be provided to the contractor, who will purchase pesos at the maximum rate currently available].
- (b) The money exchanger shall go aboard the ship as required by the specific ship, but no less than the day of arrival and the day of departure. On the last day the ship is in port, the contractor will buy back the Mexican currency from the disbursing and/or supply officer(s) ONLY at the then current official SALE rate (see Note 2 below). THE CONTRACTOR IS NOT RESPONSIBLE FOR BUYING BACK MEXICAN CURRENCY FROM INDIVIDUAL CREW MEMBERS. Disbursing and/or Supply Officers may elect to purchase Mexican currency from crew members, which may then be bought back by the contractor as specified above.

NOTES:

- 1. Official exchange rates in Mexico have recently been fluctuating Significantly, even on an hour to hour basis.
- 2. Buy back rates differ greatly from sale rates. For example, at rates current on 1 March 1995, \$1 equaled N\$5.20 if BUYING pesos OR equaled N\$6.20 if selling pesos. (\$100 would BUY N\$520 pesos; however, if selling, N\$520 pesos would only be worth \$83.87.)
- 3. Most business, taxis, hotels, restaurants, etc. in Mazatlan accept U.S. dollars and credit cards. In addition, peso" may be obtained from local ATM machines at current bank rates, 24 hours per day.

4. GENERAL ASSISTANCE:

(a) The Contractor shall assist with any official requirement" of the ship associated with it's port visit, as requested by the ship's Commanding Officer, the Supply Officer, the Ordering Officer, the Duty Officer, the Chief Engineer, and/or the Engineering Duty Officer ONLY. The Contractor shall assist the Supply Officer of the vessel in purchasing requirements from reliable sources. The Contractor is NOT

required to arrange unofficial requirements or personal requests from individual crew members.

5. ORDERING AND MONITORING/PROGRESSING:

- (a) Based upon the specific delivery order, the Contractor shall ensure the timely filling of all ships' requirements in accordance with Sections B and C herein. The Contractor shall monitor the status of ships' orders to ensure timely and satisfactory performance. He shall visit the ship as necessary, but at least once daily; unless other arrangements are made with the concurrence of the ship's Supply Officer. The Contractor shall be available (on call) at all times to assist with any official requirements of the ship. The Contractor in neither authorized nor required to provide services or accept personal requests from individuals other than the ship's Commanding Officer, the Supply Officer, the Ordering Officer, the Duty Officer, the Chief Engineer, and/or the Engineering Duty Officer.
- (b) For any ship which is in port in excess of seven (7) consecutive calendar days, the strip 'a Supply Officer or the Ordering Officer may reduce, by advance notice, the requirement for Husbanding Services until further notice. During the period of reduction, the Contractor in relieved of all Husbanding requirements specified by the ship's Supply Officer or the Ordering Officer as unnecessary; and shall continue to provide only those services requested by the ship (CHT, trash removal, potable water, etc.) Pro-rated Husbanding Fees will be paid for those days for which Husbanding Services were reduced by the Supply Officer or the Ordering Officer. Pro-rated fees shall be commensurate with the levels and types of services to be continued during the period of reduction, and shall be negotiated between the ship's Supply Officer and/or Ordering Officer and the contractor PRIOR to commencement.

6. PASSING SHIPS' ORDERS TO OTHER CONTRACTORS, INCLUDING OTHER GOVERNMENT CONTRACTORS

The Contractor shall coordinate and pans orders to other Contractors, including those holding U.S. Government contracts for various supplies and services, as required. This service includes all actions necessary to facilitate the delivery and acceptance of supplies or services ordered, including routine administration an normally performed by the Contractor for the services listed herein.

In addition, the Contractor shall present other Contractors' invoices to the ship's Supply Officer or Disbursing Officer, and receive and deliver other Contractors' payments, subject to the agreement of such other Contractors to process payments in this manner. Any disputes or discrepancies arising from the order will be resolved directly between the ordering ship and the other Contractor(s) with the assistance of the Contractor as required. Any disputes or discrepancies which cannot be resolved between the ship and the Contractor(s) shall be referred to the Contracting Officer for final resolution/settlement.

7. INTERPRETER SERVICES:

The Contractor and all Contractor personnel are responsible for providing any interpreter services necessary to accomplish all tasks which are required for performance of services under this contract. This includes interpreter services for translation of official conferences and other official functions as required by the ship.

8. PRE-SAILING VISIT:

- (a) The Contractor shall schedule and make a visit to each ship one (1) day prior to its sailing date, at a time permitting the presentation of invoices. At that time the Contractor shall present an invoice for services provided under that ship's delivery order, which can be finalized for payment. Any invoices which cannot be liquidated (paid) prior to ships departure shall be processed in accordance with the Invoice Clause set forth in Section G of this contract.
- (b) The Contractor shall also provide any invoices for port tariff items which have been completed for certification by the ships Supply Officer.
- (c) The Contractor shall relay at that time any late information on pilot and/or tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor'- point of contact for these functions shall be the Command Duty Officer or the ship's Supply Officer.

B. SERVICES TO BE ARRANGED BY CONTRACTOR:

Set forth below are specifications covering services (other than husbanding) identified in Section B herein, which are the

responsibility of the Contractor when expressly authorized under the terms of a delivery order. It is the responsibility of the Contractor to arrange, manage, and ensure timely performance of such services. The Contractor shall be fully liable for all aspects of performance of all services listed in Section B which the ship requires, even though such services may be subcontracted (in part or in full). Any exceptions to this (e.g., due to natural disasters, port authority regulation changes, etc.) shall be allowable only upon the written or telefax approval of the Contracting Officer.

1. FRESH PROVISIONS AND OTHER SUBSISTENCE ITEMS

- (a) When notified by the Ordering Officer, the Contractor shall coordinate the ship's procurement of fresh provisions and other subsistence items, to include fresh fruits and vegetables, meat, fish and poultry products, dairy foods and eggs, bakery products and other food and beverage products.
- (b) The Contractor is required to solicit competition from reputable local businesses and to provide the ship with recommended sources of supply with whom the ship's Supply Officer may contract with for required provisions. The Contractor will coordinate and assist in deliveries, if required.
- (c) All such provisions provided shall be subject to inspection by authorized strip 'a personnel. Any provision. not meeting U.S. government health regulations/requirements =_all be rejected as unacceptable and shall be removed by the local source of supply. The contractor shall comply with the ship(~) requirement" regarding obtaining replacement provisions, etc.
- (d) In addition to paragraph (c) above, local sources proposing to provide fresh provisions should be fully compliant with local Mexican government regulations.
- (e) Perishable food items should be delivered at no more than -18 degrees Celsius (0 degree Fahrenheit) for frozen goods, and between 0 degrees Celsius (32 degrees Fahrenheit) and 7 degrees Celsius (40 degrees Fahrenheit) for chilled goods. All food items will be the freshest available, in good condition and should meet the minimum requirements of the specifications.

2. FRESH POTABLE WATER:

The contractor shall arrange for fresh potable water, as requested on individual delivery order-. Contractor shall ensure that adequate pump(s) and two (2) inch couplings for marrying with ship's hoses are available for delivering fresh potable water on board ship. The Contractor shall provide an accurate method of measuring the actual number of gallons of water delivered (flowmeter, depth chart, etc.) in order to document the amount of fresh potable water provided. These figures must be certified by the ship's Chief Engineer or the Engineering Duty Officer prior to payment.

3. LAUNDRY SERVICES:

- (a) The Contractor shall arrange for laundry (including dry cleaning) services to be available to customer "hips. The laundry "service will be provided by an independent source selected by the Contractor. The Contractor is required to solicit competition from local sources and to ensure that prices being offered by the laundry service are the lowest available. The service shall be available for crew members on an individual basis and for official ships laundry which may be contracted for by the hip's Supply Officer.
- (b) The laundry vendor will establish a receiving point which should be located on the pier, as close to ship's brow as safely possible. The Contractor shall require the laundry service to contact the ship's Supply Officer or designated representative on the day of, or the day prior to, the ship's departure to ensure all ships' laundry has been returned satisfactorily.

4. TRASH REMOVAL:

- (a) The Contractor shall furnish all labor, tools, materials, equipment and supervision necessary for the performance of all operations incidental to the collection and disposal of refuse, including liquid, semi-liquid, or solid garbage (as defined in Technical Exhibit B. Rufuse service Definitions) generated by U.S. Navy, Coast Guard or Military Sealift Command vessels.
- (b) The Contractor'. duties and responsibilities, in addition to those specified in Schedule B. are as follows:
- (i) Removal and Disposal. All refuse from vessels, or in plastic bags or cardboard boxes, shall be collected as ordered. All

other loose refuse, much as cardboard boxes, cartons, bundled and tied newspapers and magazines, and packing containers, pallets, etc., which are placed adjacent to the refuse shall be picked up by the Contractor. Any spillage of refuse in the course of the handling operation shall be cleaned up immediately by the Contractor. Refuse containers, after they have been used and emptied, shall be returned to their original position and the lids replaced. All refuse collected shall be hauled in barges or suitable vehicles and disposed of in accordance with subparagraph (2) below.

- (ii) Compliance with Laws and Regulations. The Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.
- (iii) In addition to the definition in Technical Exhibit B. a collection" in further defined as the removal of ALL trash from the vessel during a two hour period, as ordered by the Ordering Officer for each service, regardless of the number of trips required for the Contractor to complete the collection. The two hour period will commence when the contractor's trash receptacle is placed alongside the vessel. Travel time to and from the vessel will NOT be included in this two hour collection period. In the event that the contractor must make several trips during a collection period, the total amount of time alongside the vessel shall not exceed two hours per collection.
- (iv) The crews of the trash disposal barges utilized by the Contractor shall have in their possession the necessary security clearance from the appropriate port authorities. The crew members shall not engage in any business activity other than trash removal during performance of trash removal services.
- (v) The barge crew shall be entirely responsible for the tending of lines and for barge security. Insofar as practicable, ships shall separate trash into edible, burnable and non-burnable categories. Any separation desired by the Contractor over and above this shall be made by the barge crews in the Contractor's barges, at no additional cost to the Government and without impacting the Government collection and/or schedule. The movement of trash from the vessel to the barge shall be performed with care by the contractor's personnel, in a manner insuring the safety of the Contractors crews and barges. Any instances of unsafe practices shall be brought to the

attention of the ship's Commanding Officer or his representative, and notification provided to the Contracting Officer in San Diego, **IMNEDIATELY**, in order to ensure that corrective and preventive action is taken.

- (vi) In the event of rough weather, an certified by the Port Captain, barges may be removed or replaced by the Contractor. If the Contractor positions a barge, and then must remove it because of the above bad weather conditions, the Contractor will be paid for the specific collection, or, in the case of a dedicated barge, for the balance of the day. Should bad weather occur between the hours of 1600 and 0830, the designated Commanding Officer of the O.S. vessel will contact both the Contractor and the Port Captain advising that the barge should be removed as a potential hazard to navigation.
- (vii) Should a vessel with a dedicated barge alongside experience an emergency wherein the ship must depart, the Commanding Officer or his authorized representative will advise the contractor at least four (4) hours in advance for barge pick-up at no additional cost to the Government.
- (viii) In addition to the definition in Technical Exhibit B, refuse. includes provisions, materials or anything accepted by a whip but not deliverable due to spoilage, etc., even though such refuse was not aboard the vessel.
- (ix) There will be one area designated for trash pick-up on each ship. Ships company (crew members) will transport trash to designated area/barge. Trash, excluding plastic, will normally be dumped prior to entering port; however, some ship" may have 1-3 days accumulation of regular trash and up to 21 days accumulation of plastic trash on board upon arrival.

5. COLLECTION/HOLDING/TRANSFER_(CHT)/SEWAGE REMOVAL:

(a) The Contractor shall provide Sewage Removal Services, an specified on individual delivery orders. These Sewage Removal Services involve the collection of Collection/Holding/Transfer (CHT) bacteriological/chemical liquids generated by U.S. vessels, as ordered by the Ordering Officer. This liquid waste will be pumped by the requiring vessel into Contractor provided covered tanks. The Contractor shall dispose of this liquid waste an required by local and national laws and regulations.

- b) All equipment used for Sewage Removal shall be in mechanically sound condition and shall meet all safety standards as required by all local laws and regulations. Contractor hoses and connections for Sewage Removal must be compatible to U.S. vessels. The operator shall be familiar with local environmental laws, regulations, and type and class of U.S. vessels. The price shall include any drivers or operators and any helpers or crew members required; overtime charges; all insurance; fuel; customs clearance, if required; and all other operating expenses. (Payment will be for the total number of gallons removed.)
- (c) The minimum ordering quantity (number of gallons) for this service is specified in Section B. The Contractor shall provide an accurate flowmeter/depth chart to document the amount of CHT/Sewage removed from the customer ship. These CHT/Sewage removal figures must be certified by the ship's Chief Engineer or the Engineering Duty Officer prior to payment.

6. PILOTS AND PILOT BOATS:

The Contractor shall provide for pilots and pilot boats, if required, as specified on individual delivery orders. The retention of theme services shall be accomplished in conjunction with local Port Authorities. The Contractor shall coordinate with Port Authorities as necessary to ensure that the services are available an required, and at the times requested.

7. TUGS:

The Contractor shall arrange for tugs, if available, when specifically requested on individual delivery orders.

8. BERTHING AND LINE HANDLERS:

The contractor shall make arrangements for berthing if pier-side berths are requested by the ship. Currently, berthing fees are waived for O.S. military vessels.

9. CARGO LIGHTERAGE:

(a) The Contractor shall provide proper equipment for cargo lighterage (motorboat, pontoon or barge service) including all labor required for the movement of material to and from U.S. ships. Requirements for lighterage cervices may cover a wide variety of

uses such as, but not limited to, movement of aircraft engines, motor vehicles, fork lifts, machinery, equipment, fresh provisions, and general cargo. If cargo lighterage is required, the delivery order shall specify the type, weight and approximate dimensions of the cargo to be moved.

- (b) The ship's tackle may be used, when authorized by the ship's Commanding Officer, for loading or off-loading cargo, but the Contractor is required to have adequate personnel on board the boat or barge to fully assist with the slings, hoists, lines, and handling of cargo. The incidental handling of cargo by Contractor personnel in conjunction with the loading and off-loading of cargo between the ship and the barge shall not be separately charged.
- (c) Prices for lighterage services shall be assessed by the Contractor at an hourly rate, rounded up to the nearest hour. A minimum charge, equivalent to the price of one hour'- service will be assessed for the lightering by motorboat or barge of less than one (1) hour per round trip. (Services are calculated from the time the barge departs from the pier to the time of re-berthing.) All invoices for lighterage services shall state the actual time period during which the conveyance we. utilized, and shall be substantiated by a trip ticket signed by an authorized ship's representative. For invoicing purposes, the Contractor may round up to the nearest hour. Prices shall include all ancillary charges.
- (d) The Contractor shall verify that the correct size and type of craft is used for the purpose intended.
- (e) If a delivery order requires lighterage of fresh provisions and perishables, and unless otherwise directed, the Contractor shall coordinate with the sub-contractor providing fresh provisions and perishables, and shall lighter such provisions on a preferential basis. The Contractor shall ensure that such provisions and/or perishables reach the U.S. ship with a minimum of delay. If the Contractor is negligent in ensuring perishable provision" are delivered within sufficient time to assure their presentation, he may be liable for the shipment damage.
- (f) All equipment, including boats, barges and lighters used in providing lighterage services shall be maintained in an orderly and sanitary condition, free of debris and/or food substances, and shall be washed down regularly with fresh water. No dogs or other animals are to be permitted aboard the cargo lighters. The boats and barges

utilized by the Contractor for performance of lighterage services under this contract shall NOT be utilized for any other purpose which might serve to contaminate foods carried thereon. UNSOLDER NO <u>CIRCUMSTANCES</u> shall the Contractor utilize lighter boats/barges and equipment for HAT or refuse removal.

(g) The U.S. Government reserves the right to perform pierside inspection of lighters for security or other reasons, whenever such inspection in deemed necessary.

10. FORKLIFT AND CRANE SERVICES:

The Contractor shall provide for forklifts (with operators) able to operate on the pier to load and unload cargo from/to the truck or from/to the vessel, when required.

The Contractor shall provide for cranes with operators (Shore Only), an required. Cranes provided shall be of type and size suitable for the purpose intended, with a required lifting capacity of 0-5 tons.

11. CARGO DRAYAGE

- (a) The Contractor shall provide for cargo drayage by truck, as required. Prices shall be on a per/hour basis, and shall include driver (and helpers, as required), all insurance, fuel, tools, and all incidental expenses. The Contractor shall verify that the correct size and type truck in used for the purpose intended. All invoices for drayage shall include those hours during which drayage was actually occurring, plus not more than one additional hour for round trip truck travel between the Contractor's or subcontractors location and the work site, if applicable. All invoiced hours shall be substantiated by a trip ticket certified by a ship's representative.
- (b) The Contractor shall receive all fleet freight received from commercial sources, and shall arrange for delivery to vessels while in port. For critical parts, Casualty Repair (CASREP) items, the Contractor shall maintain a custody accounting ledger showing date and time of receipt from commercial sources and date and time of delivery to the appropriate ship. Receipt by the ship will be acknowledged by the ship's Supply Officer or his designated representative, and the appropriate signature(s) obtained. The Contractor will not be responsible for receipt of cargo from Military Airlift Channels, but may be required to provide drayage in accordance with paragraph (a) above.

12. WATER TAXIS:

- (a) The Contractor shall provide water transportation (taxi) services as required for O.S. vessels. The price shall include driver or operators (and any helpers or crew members, a. required), all insurance required by Mexican law, fuel, holiday surcharges, and other operating expenses. The contractor shall be capable of providing, as required, water taxis of a size "passenger capacity] and in a quantity sufficient for transporting 2/3 (two-thirds) of the ship's crew members within two-three hours. (See Technical Exhibit A for a listing of crew sizes for each type/class of ship.) Each delivery order issued shall specify the type/size (based upon passenger capacity as set forth in Section B) vessel required; the number of trips required; and the hours of operation necessary to accommodate each ship's requirements.
- (b) Water taxis/boats furnished under this contract shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, free of debris and fitted for the service required. Maintenance, safety, and other periodic inspections shall be performed an required by the applicable lawn of and regulations of Mexico. Notwithstanding compliance with local laws and regulations, the Contractor shall additionally meet all requirements set forth in this contract.
- (c) Only approved boats shall be used in the performance of this contract. The ship will, as a minimum, conduct a complete inspection of all contractor boats prior to acceptance, and periodically thereafter. Such inspection shall include, but is not limited to, the criteria set forth in Technical Exhibit C, "Water Taxi Specifications
- (d) In the event an item critical to safety is missing from the boat offered for service, the ship's Commanding Officer or his designated representative will have the option of furnishing the missing item or of rejecting the boat for service. (See paragraph f below.)
- (e) All operators must be able to speak and understand English. Operators and helpers/crew members must be well rested. Operators shall be assigned in shifts, if necessary, and operators shall not work any shift in excess of eight hours. All personnel or employees of the contractor or any sub-contractor operating boats and providing water taxi services shall have all certifications required and issued by the Government of Mexico for the operation of the type,

class or size of boat being operated. In addition, all such personnel shall have the requisite experience, skill, knowledge and familiarity with the local water area in which the boat(s) are to be operated, in order to ensure that boats are operated in a safe and seaworthy manner.

- (f) The Contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations no as to preclude breakdown and injury. In addition, all water taxis provided must meet all safety requirements set forth in Technical Exhibit C, Water Taxi Specifications.
- (1) The contractor is required to pre-inspect water taxis, using the criteria set forth in Technical Exhibit C to the solicitation. The contractor shall provide a list of water taxis which have been inspected; and which comply fully with the specification, to the Contracting Officer. The contractors list shall include name, registration number, capacity, etc., and shall be updated as required.
- (2) The contractor shall provide a copy of the most current Inspection List to the Commanding Officer of each ship serviced, immediately upon arrival in port.
- (3) The final decision to use a water taxi rests with ship's Commanding Officer. The Commanding Officer or his designated representative will inspect all water texts prior to accepting them for service, and daily thereafter. If the water taxi's condition is not in accordance with the requirement of this contract, the ship's Commanding Officer, or his designated representative, may reject the water taxi for use under the contract. In the event an item of critical safety equipment listed above is missing from the water taxi(s) offered for service, the ship's Commanding Officer, or his designated representative, will have the option of either furnishing the missing item(s), with appropriate penalties or consideration, or of rejecting the water taxi. Penalties and/or consideration shall be negotiated between the contractor and the Ordering Officer who issued the delivery order, and shall be commensurate with type and quantity of items provided by the ship.
- (g) Further, the water taxi shall be in a clean condition when presented for service and shall be free of debris. The water taxi shall be sufficiently clean no as not to Roil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If

the water taxi does not meet the requirement" of this paragraph as determined by the Commanding Officer or his designated representative, the U.S. Government shall have the right to reject the water taxi for performance of services

- (h) The Contractor shall ensure that all water taxis are at all times fully licensed, registered, and insured (including adequate passenger liability insurance), as indicated in those clauses in Section H pertaining to insurance requirements under this contract.
- (i) In the event of a water taxi breakdown immediately prior to or during a trip, the Contractor shall provide at no additional expense to the Government, a replacement water taxi which complies in all respects with this contract.
- (j) Any personal or official belongings or other items found on a water taxi after completion of a trip shall be turned over to the ship's Supply Officer, or to the Contracting Officer if found after the ship's departure.
- (k) The Contractor shall be responsible for ensuring that each water taxi is jointly inspected before and after each service shift by the Contractor and an authorized representative of the O.S. Government. The Government will not consider any claim for damage to a water taxi which has not been inspected.
- (1) During the term of this contract, the U.S. ships to be serviced agree to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians as may be transported. Such Naval, military or civilian personnel will be assigned at the discretion of the ship's Commanding Officer (or Senior Officer Present Afloat (SOPA)) when more than one ship is in port. While embarked in a contractor operated boat, the assigned Navy, military or civilian Boat Officer will be responsible for the good order and discipline of Naval, military and/or civilian personnel onboard. The Boat Officer will also have the authority from the Commanding Officer or SOPA to refuse boarding or sailing of the boat under conditions which the Boat Officer considers to be unsafe; and, once under way, the Boat Officer has the authority to direct its return to its previous mooring due to conditions deemed unsafe.

- (m) Actual passenger capacity at the time of the rendering of services will be determined by the Wipes Commanding Officer or his designated representative, the advertised or licensed passenger capacity notwithstanding. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat an determined through an inspection, local weather or sea conditions, and any other factors affecting safety.
- (n) In order to accomplish loading and unloading of passengers from water taxis in a manner which will ensure the safety of passengers, the contractor shall also provide appropriate landing platforms or barges. Landing platforms serve as a buffer between water taxis and anything abreast of the ship, and shall be sufficient in length to provide for safe embarkation and disembarkation of passengers. In the event that water taxi services are cancelled and/or discontinued in accordance with paragraph (p) below, landing platforms shall be removed and any fees associated with much removal shall be included in the water taxi cancellation fee. A separate cancellation fee for cancellation and removal of landing platforms is NOT authorized.
- (o) For invoicing purposes, a trip is defined as a round trip run from the pier to the ship and back to the pier. All invoices for water taxi service shall be substantiated by trip tickets for each trip being invoiced. This trip ticket must be certified by ship's personnel prior to payment.
- (1) Full day service water taxis shall provide continuous round-trip service from pier to vessel and return to pier, in accordance with the schedule established by the ship placing the order. Schedules are normally based on transporting 2/3 of the ships' crew members within the first two hour" of service, with frequency of trips decreasing thereafter; schedules established shall not exceed the standard 18-hour workday considered normal for such services. (Specific crew sizes for the various classes of ships are set forth in Technical Exhibit A.)

- (p) Cancellation. The following fees will apply in the event full day service is canceled due to adverse weather conditions, late arrival/ early departure of ship, or any other circumstances which require the ship to cancel services.
- (1) When full day service is ordered and one or more trips are canceled, the Contractor shall be paid as follows:
 - The cancellation fee indicated in the contract for each day canceled, and
 - A prorated amount of the daily price for each trip taken (e.g., daily price divided by number of trips scheduled = price per trip; price per trip x no. of trip. completed).
 - (2) When partial day services are canceled, no cancellation fee is applicable. The Contractor shall be paid for the actual number of trip" completed.

13. GROUND TRANSPORTATION SERVICES:

- (a) The Contractor shall provide for vehicle hire services, as specified on individual delivery order". Vehicle hire services are for official ship's usage, and shall be billed and invoiced to the requiring ship. The Contractor is NOT responsible for arranging vehicle hire services for unofficial or personal requirements of individual crew members. The types of vehicles required may include passenger sedans, passenger vans and buses, and shall be provided for local area trips only. Prices shall include: driver or operators (and any helpers or crew members, as required); all insurance; fuel; holiday surcharges; and all other operating expenses. Any payment for services which is on an hourly basis shall include those hours during which the vehicle(s) are actually being utilized, plus not more than one additional hour for round trip travel between the Contractor or sub-contractor's location and the site where services are performed, if applicable.
- (b) All operators must be able to speak and understand English. Operators and helpers/crew members must be well rested. Operators shall be assigned in shifts, if necessary, and operators shall not work any shift in excess of eight hours.

- (c) The Contractor shall ensure that all vehicles provided are in sound mechanical condition and meet all safety standards required by local laws and regulations so as to preclude breakdown and/or injury to passengers. Further, all vehicles shall be in a clean condition when presented for service and shall be free of debris. All vehicles shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If any vehicle provided does not meet the requirements of this paragraph as determined by the Ordering Officer, the U.S. Government shall have the right to reject such vehicles for performance of services.
- (d) The Contractor shall ensure that the correct size and type of vehicle is provided, and that the operator(s) and all vehicles are at all times fully licensed, registered, and insured (including adequate passenger liability insurance), as indicated in those clauses in Section H pertaining to insurance requirements under this contract.
- (e) In the event of vehicle breakdown immediately prior to or during a trip, the Contractor "hall provide, at no additional expense to the Government, a replacement vehicle which fully complies in all respects with this contract.
- (f) Any official or personal articles or items found in or on any vehicle after completion of each trip shall be turned over to the ship's Supply Officer, or to the Contracting Officer if found after the ship's departure.
- (g) The Contractor shall be responsible for ensuring that each vehicle is jointly inspected before and after each service shift by the Contractor and an authorized representative of the O.S. Government. The Government will not consider any claim for damage or destruction to any vehicle which has not been jointly inspected.

14. CELLULAR, " TELEPHONES: PORTABLE RADTOS: AND PAGERS:

(a) Cellular telephones and/or portable radios shall be made available for official, local use only, as required by individual delivery orders. Telephone bill. received after the departure of the vessel shall be forwarded to the vessel's Supply Officer, as indicated in that clause in Section G entitled INVOICES AND PAYMENTS, for certification and subsequent payment by the appropriate Disbursing Officer.

(b) The Contractor shall notify vessels of specific locations of the nearest public telephones for the personal use of the crew.

15. SPECIFICATIONS FOR MART REPORTS:

The Contractor shall submit a quarterly report to the Fleet and Industrial Supply Center (FISC) Contracting Officer summarizing, by item, the actual quantities and prices in U.S. dollars incurred under this contract during each reporting period. The report shall be submitted in the format attached to this contract a" Technical Exhibit D.

16. COPIES OF COMPLETED DELIVERY ORDERS:

The Contractor shall forward copies of all completed delivery orders, including a copy of all invoice(s) submitted for payment to each ship, to the Contracting Officer (FISC San Diego), within three (3) working days of ship's departure.

SECTION D - PACKAGING AND MARKING

Special Packaging and Marking are not required for delivery of supplies and or/services provided under orders issued pursuant to the terms and conditions of this contract.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-2 INSPECTION OF SURPLUS - FIXED-PRICES (JUL 1985)

- (a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract require—. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. Theme reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove Supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

- (2) The Governments request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor'. plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.
- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (1) If acceptance is not conclusive for any of the reason" in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period a" the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

FEB 1992

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

- (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.
- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon -
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- (c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.
- (d) Order paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the requiring activity (vessel).

Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form (DD Form 250 or DD Form 1155). The executed payment copy or MILSCAP Format Identifier PEN or POP shall be forwarded to the payment office within four work days (five days when MILSCAP Format is used) after delivery and acceptance of the Shipment by the receiving activity.

INSPECTION AND ACCEPTANCE CRITERIA FOR WAND TAXI SERVICES

- (a) The Commanding Officer or his designated representative of each ship/vessel shall inspect and accept all liberty boats/water taxis prior to transporting any O.S. military or civilian personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the U.S. Government only after each water taxi has been inspected and accepted by the ship'" representative. The Commanding Officer in solely responsible for the safety of his crew and the subsequent acceptance of liberty boat/water taxi services for their use. Specific inspection criteria and quidelines are "et forth in Technical Exhibit C, "Water Taxi Specifications", and include the following elements: hull; machinery; electrical; life-saving equipment; fire fighting equipment; steering apparatus; and miscellaneous systems/equipment such as harbor charts, ground tackle and mooring lines, whistle/fog horn/bell, compass, radar, 2-way radio(s) capable of bridge-to-bridge communications and current licenses. This lint in not all-inclusive, and shall also pertain to other equipment or criteria as may be required by O.S. and/or Mexican local laws.
- (b) In the event that the Government rejects a water taxi a. being unsuitable or unsafe for use, the Government shall not be liable for any costs the contractor incurs in presenting said water taxi(s) for inspection.
- (c) For purposes of the clause set forth in Section E entitled Inspection of Services Fixed Prices (52.246-4), water taxis shall be considered as material furnished or utilized by the contractor in the performance of services under this contract.

SECTION F - DELIVERIES OF PERFORMANCE

52.212-9 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:
 - 10 Percent increase
 - 10 Percent decrease

This increase or decrease shall apply to fresh potable water and fresh fruits, vegetables and provisions

52.212-10 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.212-13	STOP-WORK ORDER (Fill-in: 5 days)	AUG 1989)
52.212-15	GOVERNMENT DELAY OF ORDER	APR 1984	1
52.247-34	F.O.B. DESTINATION	NOV 1991	L

252.247-7023 TRANSPORTATION OF SUPPLIBS BY SBA (DEC 1991)

- (a) Definitions. As used in this clause --
- (1) "Components" means articles, material-, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel. means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation. means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor. means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b) The Contractor shall employ O.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
 - (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.- flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (I) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with name" and telephone numbers) with at leant two O.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

- (d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, O.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pound. and cubic feet if available;
 - (9) Total ocean freight in U.S. dollar-; and
 - (10) Name of the steamship company.
- (e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation wan used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT	QUANTITY
	DESCRIPTION	LINE ITEMS	
TOTAL	<u> </u>		

- (f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-~.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

NOTE: IF THE CONTRACTOR CERTIFIES IN SECTION R CLAUSE 252.247-7022, THAT IT DOES NOT ANTICIPATE THAT SUPPLIES WILL BE TRANSPORTED BY SEA IN THE PERFORMANCE OF Thus CONTRACT, THE FOLLOWING CLAUSE IS INCORPORATED.

TIME OF DELIVERY

The Government requires delivery to be made according to the following schedule:

WITHIN DAYS
AFTER DATE OF
CONTRACT

ITEM NO. QUANTITY

^{*}To be specified on individual orders*

PLACE OF DELIVERY (F.O.B. DESTINATIONS

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled F.O.B. Destination, FAR 247-34, to the U.S. ship/vessel identified on individual delivery orders or pierside in the port of Mazatlan, Mexico.

TIME AND PLACE OF DELIVERY OF QUARTERLY REPORTS

(a) Time of Delivery:

Fifteen (15) days will be allowed for preparation and mailing time of quarterly reports. Thus, reports must be received by the Contracting Officer in accordance with the following schedule for the base year. If the contract contains option years, the same schedule shall apply; however, the effective date of the option as shown in Block 2 of the Standard Form 30 shall be substituted for the contract effective date in the schedule described below. Reports submitted under options shall continue in numerical sequence (e.g., #5, #6, #7, etc.)

- (1) Report #1: Due three months plus 15 days from the effective date of the contract as shown in Block 3 of the Standard Form 26. (For example, if the effective date is 1 October, Report #1 is due 15 January.) For options, due three (3) months plus 15 days from the effective date of the option as shown in Block 2 of the Standard Form 30.
- (2) Report #2: Due six (6) months plus 15 days from the contract effective date. For options, due six months plus 15 days from the option effective date.
- (3) Report #3: Due nine (9) months plus 15 days from the contract effective date. For options, due nine months plus 15 days from the option effective date.
- (4) Report #4: Due twelve (12) months plus 15 days from the contract effective date. For options, due 12 months plus 15 days from the option effective date.

(b) Place of Delivery:

Quarterly reports shall be submitted to the Contracting Officer of the Fleet and Industrial Supply Center as follows:

Fleet & Industrial Supply Center Regional Contracts Department, Cods 210A4 937 North Harbor Drive San Diego, CA 92132-0060

Reports may be submitted via facsimile machine to the Contracting Officer at the Fleet & Industrial Supply Center using the following number: (619) 532-1089.

SECIION G - CONTRACT ADMINISTRATION DATA

REMITTANCE	ADDRESS:		
NAME			

ADDRESS

CITY, STATE, ZIP CODE

CONTRACT ADMINISTRATION PLAN

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the function required.

1. PROCURING CONTRACTING OFFICE (PCO) is responsible for:

- a. All pre-award information, questions, or data
- b. Changes/questions, information regarding the scope, terms or conditions of the basin contract.
- c. Liaison/coordination between DAO Mexico, Contractor, U.S. military ships/vessels, type commanders, etc.
- 2. **PAYING OFFICE:** U.S. military ship/vessel(s) is/are responsible for payment of proper invoices after acceptance is documented, and prior to whips departure. If vessel is unable to make payment, and for payment of invoices received AFTER ship's departure, the payment office(s) designated in the contract are responsible for payment of proper invoices after acceptance is documented. Procedures for submission of invoices are set forth in Section G of the solicitation /contract.
- 3. ORDERING.OFFICER is responsible for:
 - a. Issuance of delivery order to obligate funds
 - b. Authorize contractor to begin performance

4. REQUIRING ACTITITY (SHIP) is responsible for:

- a. Monitoring contractor performance
- b. Quality assurance of services performed and supplies delivered, and acceptance thereof
- c. Notifying the Contracting Officer of any discrepancies that cannot be resolved with the contractor, or if a problem has been noted with he Contractor's performance
 - d. Security and admission requirements on U.S. ships/vesseln
 - e. Certification of invoices for payment
- 5. It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person shall be effective or binding on the Government. When/If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action must be taken by the contractor unless the PCO has issued a contractual change.
 - 6. ORDERING OFFICER is responsible for:
 - a. Obligating the funds by issuance of the deliver/task order;
 - b. Authorization to begin performance;
 - c. Ensuring that delivery orders issued are in strict compliance with the terms of the contract; and/or
 - d. Issuance of modifications to delivery orders.

Name: See Clause below, entitled "Appointment of Ordering Officers"

APPOINTMENT OF ORDERING OFFICERS

(a) The following activity(ies) or individual(~) is/are designated as authorized Ordering Officers:

Warranted Contracting Officers of the Fleet and Industrial Supply Center, Sac Diego, Regional Contracts Department

(b) In addition to warranted Contracting Officers of the Fleet and Industrial Supply Center, the following U.S. Government personnel assigned to U.S. Navy, U.S. Coast Guard, or U.S. Military Sealift Command ships/vessels are hereby authorized to place delivery orders:

Commanding Officers
Supply Officers

(c) The above activity(ies) is/are responsible for issuing and administering any orders placed hereunder. Ordering officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provisions of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cot cancellations of orders under this contract and may reduce the scope of orders, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

SUBMISSION OF INVOICES

- (a) "Invoice" as used in this clause includes Contractor requests for interim payments using public vouchers (SP 1034).
- (b) Invoices shall be marked with the contract and delivery order number, segregated by individual order, and submitted to the Receiving Activity (ship or vessel) Supply Officer as specified on the order. Invoices not in compliance with these instructions are not considered to be proper invoices, and may be rejected.
- (c) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information:
 - (1) Contract Line Item Number (CLIN)
 - (2) Subline Item Number (SLIM)
 - (3) Accounting Classification Reference Number (ACTS) will be specified on individual delivery orders
 - (4) Payment terms
 - (5) Procuring Activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g. ship) for which supply/service was provided

- (d) Invoices shall be submitted to the Supply Officer prior to ship's scheduled departure, in accordance with Section C herein.
- (e) Invoices shall reflect the pricing schedule "et forth in Section B which establishes prices in Mexican pesos. The contractor shall include a written translation of Mexican pesos to O.S. dollars, at the official exchange rate current at the time of payment. (Contractor shall include a copy of the documentation supporting the exchange rate used to calculate conversion from pesos to dollars with all invoices submitted.)
- (f) For all invoices submitted in pesos, including subcontractor and/or other vendor's invoices, the Contractor shall indicate on such invoices the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the official exchange rate for the day on which the invoice in Submitted. The Contractor shall also provide an English translation if the vendor invoice is written in a foreign language.
- (g) Payment will be made by the designated Disbursing Officer, when applicable, or by the payment office designated in Block 15 of the individual order. Payment may be made in cash (INS. Dollars or Mexican Pesos); by O.S. Treasury Check; or by means of electronic funds transfer.
- (h) Payment will be made after delivery and acceptance of supplies or performance and acceptance of services. The Government will only pay for those supplies and/or services, or portions thereof, which have been accepted in accordance with Section E herein.
- (i) (1) In the event the Contractor is unable to present certified invoices to the receiving ship/vessel, as so specified, for payment prior to the departure of the "hip, the Contractor shall forward subject invoices in quadruplicate to the receiving ship for approval and payment, using the following address format:

Commanding Officer
USS (Ship's name and number)
FPO (zip code cited on delivery order)

(2) If payment is not received within 45 days from the date of the above action, the Contractor shall forward four (4) copies of the invoices, clearly marked as duplicate copier, to the Contracting Officer. In no event shall the Contractor forward unpaid bill. directly to the Contracting Officer without having accomplished the action in paragraph (g)(1) above.

PAYMENT OF LINE ITEMS

- (a) For line items ordered and accepted in accordance with the provisions of this contract, the Contractor shall be reimbursed as follows:
- (1) For any line items which have been awarded on a fixed-price basis under the subject contract, the Contractor shall be reimbursed at the fixed-price rate.
- (2) For any tariff-priced line item, the Contractor shall be reimbursed based upon the current documented tariff price, less any discounts offered to the U.S. Government, as reflected in the contract or a. acknowledged by the Contracting Officer.
- (3) Where the sailing (departure) time of the vessel makes the obtaining of such supporting supplier invoices impossible (e.g. telephone bills), the Contractor shall be reimbursed based upon the Contractor's beat documented estimate of the actual bill. Such estimate shall be based upon evidence of quantities accepted by the ship/vessel. Copies of both this estimated bill and the actual subsequently obtained suppliers bill shall be submitted to the Contracting Officer for record purposes.
- (b) When the Contractor is reimbursed based on a best-estimate basis, as described in paragraph (a)(3) above, it may be necessary to make adjustments for disparities between the estimated reimbursements paid to the Contractor and the actual costs subsequently paid by the Contractor to the subcontractor. Any such adjustments shall be addressed directly to the ship concerned.
- (1) In the event of overpayment to the Contractor, the adjustment shall include reimbursement to the ship/vessel in the form of a check payable to the Treasurer of the United States in U.S. dollars.

(2) In the event of underpayment, the Contractor shall submit a supplemental invoice directly to the ship/vessel concerned. Supplemental invoices shall be in the form of a new invoice for the cost difference, and shall include a copy of the actual supplier's bill, as paid by the Contractor, AND a copy of the original estimated invoice submitted by the Contractor and paid by the ship,

5252 242-9404 REPORTING REQUIREMENTS

JAN 1992

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING JAN 1992 OFFICER

SECTION H - SPECIAL CONTRACT REQUIREMENTS

WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS (JAN 1992)(SUP 5252.216-9403)

Written orders (on DO Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of Order.
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
 - (d) Delivery or performance date.
 - (e) Place of delivery or performance (including consignee).
 - (f) Packaging, packing and shipping instructions if any required.
 - (g) Accounting and appropriation data.
 - (h) Inspection, invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

CANCELLATION OF ORDERS

In the event an order is canceled at leant 24 hours prior to the required delivery and/or ship arrival date, the D.S. Government shall not be liable for any charges. For any order not canceled at least 24 hours prior to the required delivery time, the Ordering Activity shall be responsible for termination costs, as negotiated. Any disagreements shall be subject to the Disputes clause in Section I herein.

5252.233-9400 CROICE OF LASS (JAN 1992)

This contract shall be construed and interpreted in accordance with the substantive law" of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive jurisdiction of the Armed Services Board of Contract Appeals and the United States Claims Court for the hearing and determination of any and all disputes that may arise under the "Disputes" clause of this contract.

LICENSES, PERMITS AND PRECAUTIONS

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable lawn, codes, and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the workers, the public, and the property of others.

COMPLIANCE WITH LOCAL LABOR LAWS

The Contractor shall be responsible for complying with any and all laws, regulations, and labor union agreements governing hours, wages, labor regulations (including collective bargaining), workmen's compensation, working conditions, fringe benefits, and other matters pertaining to labor standards and contracts for services. The Contractor hereby indemnifies and holds harmless the United States Government from any and all claims of any type arising out of or in connection with the requirements of this clause. This indemnity shall include the obligation of the Contractor to handle and settle without cost to the United States Government any claims or litigation against the United States Government based on the allegation that the Contractor or the United Staten Government or both have not fully complied with local labor law or regulation relating to the performance of the work required by this contract. -

INDEMNITY (GOVERNMENT NEGLIGENCE EXCEPTED)

The Contractor shall be responsible for and shall indemnify and hold the Government harmless in connection with any loss or liability from damage to or destruction of property (including Government furnished property) or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury, or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury, or death in caused solely by the negligence of the Government's employees, agents, or representatives. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed on Government premises in whole or in part.

VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE

- (a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$10,000 for each person and \$50,000 for each occurrence, and (2) property damage of not less than \$10,000 for each accident and \$50,000 in the aggregate.
- (b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

VESSEL LIABILITY

The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vessel collision liability and-protection and indemnity liability insurance in the amount of S350, 000 per vessel.

PROOF OF INSURANCE/CANCELATION OF POLICIES

Before commencing work under this contract, the Contractor shall certify to the Contracting officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the country in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

SECTION I -- CONTRACT CLAUSES. FIXED PRICE. SERVICE CONTRACAT

52.202-1 DEFINITIONS (SEP 1991)

- (a) "Head of the agency (also called Agency heads) or Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, an appropriate) of the agency, including any deputy or assistant chief official of the agency, and the term authorized representative means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.
- (b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (c) Except as otherwise provided in this contract, the term subcontracts includes, but is not limited to, purchase orders and ~ changes and modifications to purchase orders under this contract.
- 52.203-1 OFFICIALS NOT TO BENEFIT APR 1984

52.203-3 UNTIES (AIR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative -
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled -

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (Thin subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under thin contract.

52.203-5	COVENANT AGAINS	ST CONTINGENT	FEBS	APR	1984

52.203 -6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE JUL 1985 GOVERNMENT

52.203 -7 ANTI-RICXBACR PROCEDURES OCT 1988

52.203-9 RBQURIEMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth In FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification, As required in paragraph (b) of thin clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCVREMZNT INTEGRITY-MODIFICATION (NOV 1990)
(1) I,
<pre>(2) As required by subsection 27(e)(1)(B) of the Act, ~ further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of(Name of Offeror) who has participated</pre>
personally and substantially in the preparation or submission of this proposal has certified that he or "he is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.
(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER NONE IF NONE EISTS)
(Signature of the officer or employee responsible for the
modification proposal and date)
(Typed name of the officer or employee responsible for the modification proposal)
* Subsections 27 (a), (b), and (d) are effective on December 1, 1990.

Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification fray each individual required to submit a certification to the competing Contractor, supplemented by periodic training. Theme certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decide" to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who ha" so certified i. notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 year. from the date a certifying employee's employment with the company end" or, for an agency, representative, or consultant, 6 yearn from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph to) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

52.203-10	PRICE OR BED ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-1	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
252.203-7000	STATUTORY PROHIBITIONS ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES	DEC 1991
252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	APR 1993
252.203-7003	PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS	APR 1992
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 1995

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor "hall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of thin contract or any program related to thin contract, unless --
- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor "hall submit its request to the Contracting Officer at least 45 days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR	1992
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC	1991
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTURS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV	1992
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORTIFY (INF) TREATY	DEC	1991

52.210-5 NEW MATERIAL (APR 1984)

Unless this contract specifies otherwise, the Contractor represents that the supplies and components, including any former Government property identified under the Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property clause of this contract, are new, including recycled (not used or reconditioned) and

are not of such age or so deteriorated a. to impair their usefulness or safety. If the Contractor believer that furnishing used or reconditioned supplies or components will be in the Government's interest, the Contractor shall so notify the Contracting Officer in writing. The Contractor'- notice shall include the reasons for the request along with a proposal for any consideration to the Government if the Contracting Officer authorizes the use of used or reconditioned supplies or components.

USED OR RECONDITIONED MATERIAL, RESIDUAL APR 1984
INVENTORY, AND FORMER GOVERNMENT SURPLUS
PROPERTY

52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL ram 1993
52.215-2 AUDIT - NEGOTIATIONER 1993
52.215-26 INTEGRITY OF UNIT PRICES APR 1991
52.215-33 ORDER OF PRESENCE (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specification-); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibit-, and attachments; and (e) the specifications.

52.216-18 ORDEEING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery order" by the individual" or activities designated in the Schedule. Such orders may be issued from 1 October 1996 through 30 September 1997.
- (b) All delivery orders are subject to the terms and conditions of thin contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered issued when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

ORDERING PERIOD, OPTION YEAR I

Upon exercise of the option, the ordering period of thin contract shall extend from 1 October 1997 through 30 September 1998.

ORDERING PERIOD, OPTION YEAR II

Upon exercise of the option, the ordering period of this contract shall extend from 1 October 1998 through 30 September 1999.

52.216-19 DILIVERY-ORDER LIMITATIONS (APR 1984)

- (a) Minimum order. When the Government requires supplies or services covered by thin contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those Supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a mingle item in excess of \$15,000;
 - (2) Any order for a combination of items in excess of \$100,000; or
 - (3) A series of order" from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If thin in a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government in not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) i. returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to whip the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another Source.

52.216-21 REQUIRMENTS (APR 1984)

- (a) This is a requirements contract for the Supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 15 October 1997.

OPTION TO EXTEND TED TERM OF THE CONTRACT (MAR 1989)(52.217-9) (VARIATION)

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

REQUIREMENTS CLAUSB--OPTION PERIOD

The Requirements clause of the contract provides for a period of time following the ordering period beyond which the Contractor is not required to make any deliveries. Upon exercise of an option providing for an additional ordering period, the date in the Requirements clause shall be considered changed to reflect that same period of time following the additional ordering period.

52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAY 1992)

- (a) Unless advance written approval of the Contracting Officer in obtained, the Contractor shall not acquire for use in the performance of this contract--
- (1) Any supplies or services originating from sources within the communist areas of North Korea, Vietnam, Cambodia, or Cuba;

- (2) Any supplies that are or were located in or transported from or through North Korea, Vietnam, Cambodia, or Cuba; or
- (3) Arms, ammunition, or military vehicles produced in South Africa, or manufacturing data for such article"
- (b) The Contractor shall not acquire for use in the performance of this contract supplies or services originating from sources within Iraq, any supplies that are or were located in or transported from or through Iraq, or any supplies or service" from entities controlled by the Government of Iraq.
- (c) The Contractor agrees to insert the provisions of thin clause, including this paragraph (c), in all subcontracts hereunder.

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (AUG 1989)

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

- 52.229-6 TAXES FOREIGN FIRE CONTRACTS JAN 1991
- 52.232-25 PROMPT PAYMENT (DEVIATION) SEP 1992
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES DEC 1991
- 52.232-1 PAYMENTS (APE 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or voucher-, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in thin contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT APR 1989
- 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

- 52.232-17 INTEREST JAN 1991
- 52.232-23 ASSIGNMENT OF CLAIMS JAN 1986
- 52. 232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS APR 1989
- 252.232-7006 REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (HUG 1992)
- (a) 10 O.S.C. 2307(e) permits the head of the agency to reduce or suspend further payments to the Contractor upon a written determination by the agency head that substantial evidence exists that the Contractor's request for advance, partial, or progress payments is based on fraud. The provisions of 10 O.S.C. 2307(e) are in addition to any other right. or remedies provided the Government by law or under contract.
- (b) Actions taken by the Government in accordance with 10 O.S.C. 2307(e) shall not constitute an excusable delay under the Default clause of this contract or otherwise relieve the Contractor of its obligations to perform under thin contract.
- 52.233-1 DisputesMAR 1994
- 52.233-3 PROTEST AFTER AWARDAUG 1989
- 252.233-7000 CERTIFICATION OF CLAIMS AND REQUESTS MAY 1994 FOR ADJUSTMENT OR RELIEF

52.242-13 BANKRUPTCY (APR 1991)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contract. against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.243-1 CHANGES - FIXED-PRICE
-- ALTERNATE II (APR 1984)

AUG 1987

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedure" in PAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

- 52.246-25 LIMITATION OF LIABILITY SERVICES APR 1984
- 52.248-1 VAGUE ENGINEERING MAR 1989

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

- (i) Deliver the supplies or to perform the services within the time specified in thin contract or any extension;
- (ii) Make progress, so an to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).
- (2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of much causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and with out the fault or negligence of the Contractor.
- (d) If the failure to perform in caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, a. directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawing-, information, and contract rights (collectively referred to a. Manufacturing materials. in this clause) that the Contractor ha" specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.
- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default wan excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

INVOICES EXCLUSIVE OF TAXES OR DUTIES

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of taxes or duties for which relief is available.

PRICE CHANGES

lien holders.

(a) The Contractor represents that the price" set forth in this contract are based upon wage rates or material prices established and controlled by the Government of Mexico and warrants that the prices Ret forth in this contract do not include any contingency allowances to cover a possible increase of wage rates or material prices.

- (b) If such wage rates or material prices are changed by decree of the Government named in (a) above and the change is mandatory upon the local economy of that Government, the price" herein may be revised to the extent that the Contractor's actual costs of performing this contract are, as a result of the change, either necessarily increased or actually reduced.
- (c) Either party may submit a written request for such price revision to the other party within 30 calendar days after the date of issuance of the Governmental decree or within such further time as the Contracting Officer may allow. A request by the Contractor shall state the amount of such change, the effective date of such change, and shall show in detail the amount by which the contract prices are claimed to be affected thereby. The parties shall then promptly negotiate to establish the amount, if any, by which the contract price shall be revised. The Contractor shall make available to the Contracting Officer at all times its books and records pertaining to the original prices and performance of this contract.
- (d) If the parties are unable to agree upon a price revision, the Contracting Officer shall make, and transmit to the Contractor, a written determination of the revision, if any, which is to be made in the contract price. Any price revisions negotiated by the parties, or determined by the Contracting Officer, pursuant to this clause shall be set forth in a modification to this contract.
- (e) Nothing in this clause shall excuse the Contractor from proceeding with the contract in accordance with the terms and conditions contained herein.

AUTHORIZATION TO PERFORM

The Contractor warrants that it has been duly authorized to operate and do business in the country in which this contract is to be performed; that it has obtained, at no cost to the United States Government, all necessary licenses and permits required in connection with this contract; and that it will fully comply with all the laws, decrees, labor standards and regulations of such country during the performance of this contract.

IMMUNITY FROM LEGAL PROCESS

The Contractor agrees to indemnify and save harmless the United States Government against all claims and suit" of whatsoever nature arising under or incidental to performance of this contract by any subcontractor against the United States Government. The Contractor further agrees to waive hi. rights to bring suit or other legal action against the United States Government, except as provided in the Disputes clause of this contract or as set forth in United States Federal Statutes.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition Of n (DEVIATION) n after the date of the clause.

TECHNICAL EXHIBIT A

DESCRIPTION OF U.S. NAVY SHIPS BY CLASS & TYPE

MAXIMUM	DRAFT	LENGTH	BEAM	DISP	
TYPE	FT(MT)	FT(MT)	FT(MT)	TONS	
CREW					
CLASS I:					
ARS	13 (0.0)	207 (63.0)	39 (12.0)	1,900	85
ASR	21 (6 0)	251 (77.0)	86 (26.00)	4200	24
ATF	16 (5.0)	196 (60.0)	39 (12.0)	1,675	24
ATS	15 (5.0) 15 (4.6)	283 (86.0) 224 (68.3)	50 (15.0) 39 (119)	3,117 1,380	102 82
WIM/MCM PC	8 (2.5)	187 (57.0)	26 (8.0)	320	o⊿ 35
SSN 594-621	28 (8.0)	279 (65.0)	32 (10.0)	4,300	120
SSN 534 621 SSN 637-687	26 (8.0)	292 (890)	32 (10.0)	4,630	120
SSN 688-718	32 (10.0)	360 (110.0)	33 (10.0)	6,900	127
	,	,	,	,	
CLASS II:					
AE21-25	29 (90)	512 (156.0)	72 (22.0)	17,500	316
AE26-35	26 (80)	564 (172.0)	81 (25.0)	20,500	401
AFS	24 (7.0)	581 (177.03	79 (24.0)	16,500	430
AOITAO	35 (11.0)	640 (195.0)	86 (26.0)	40,000	300
AOR	33 (100) 35 (11.0)	659 (201.0) 564 (172.0)	96 (290) 55 (170)	38,100 9,650	345 400
CG47-73 CGN36-37	31 (10.1)	596 (181.7)	61 (18.6)	10,462	480
CGN3842	30 (9.0)	585 (177.0)	63 (19.0)	11,000	442
DD963-993	29 (9 0)	592 (185.0)	55 (170)	7,800	250
DDG51-58	31 (10.1)	510 (153.0)	64 (20.1)	8,400	350
FFG7-63	25 (8.0)	445 (135.0)	45 (14.0)	3,500	215
TAF	29 (9.0)	581 (153.0)	72 (22.0)	15,540	350
CLASS III:					
AD 14-19	26 (8.0)	520 (158.0)	73 (22.0)	17,176	1,698
AD 14-19 AD 37-38	23 (7.0)	643 (196.0)	85 (24.0)	22,260	1,806
AGE	39 (12 0)	793 (242.0)	107(53.0)	53,600	600
AR	23 (7.0)	520 (159.0)	73 (22.0)	16,200	715
AS 11-19	26 (8.0)	574 (1790)	73 (220)	18,000	917
AS 33-34	30 (9.0)	644 (196.0)	85 (26.0)	20,000	1,075
AS 36-42	29 (9.0)	644 (196.0)	85 (26.0)	23,350	1,158
LCC	27 (8 0)	620 (189.0)	82 (25.0)	19,290	1,420

TECHNICAL EXHIBIT A DESCRIPTION OF U.S. NAVY SHIPS BY CLASS & TYPE

DRAFT TYPE CREW	LENGTH FT(MT)	BEAM FT(MT)	DISP FT(MT)	MAXIMUM TONS
CLASS III: LPD 4-15 LSD 28-35 LSD 36-40	19 (6.0)	553 (159.0	84 (26.0) 84 (26.0) 84 (26.0)	13,700 773
CLASS IV: LHA LPH			106 (32.0) 84 (26.0)	2,625 18,300 2,618
CV 63-67 CV 68-70	36 (11.0) 37 (11.3)	990 (302.0 1040(317.0	130 (40.0) 134 (41.0)	78,000 4,940 87,000 4,950 91,400 6,100
AE = AMMUNI AFS = COMBAT AO = OILER		DI CC	D = DESTROYER DG = GUIDED MISSI G = GUIDED MISSI GN = GUIDED MISSI TG = GUIDES MISSI	LE CRUISER LE-NUCLEAR
	SHIP	LF LE	CC = AMTHUBIOUS C HA = AMPHIBIOUS A CD = DOCK LANDING PH = HELICOPTER A ED = LANDING SHIF	ASSAULT SHIP S SHIP ASSAULT SH]P
ATE = FLEET ATS = SALVAG CV = AIRCRA	TUG E SHIP	LS MH MC LEAR PC SS T <i>H</i>	GT = LANDING SHIF MM = MINE WARFARE CM = MINE COUNTER	TANK CRAFT MEASURES CRAFT UCLEAR

TECHNICAL EXHIBIT B

REFUSE SERVICE DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

- (1) "Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.
- a. "Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods Edible, or hog food, garbage it the portion of waste food which has been segregated for salvage.
- b. "Ashes means the residue from burned wood, coal, coke, and other combustible material
- c. "Debris" means grass cuttings, tree trimmings, stumps, street sweepings, rooting and construction wastes, and similar waste material.
- d. "Rubbish" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food Rubbish is further subdivided into:
- 1. Combustible Rubbish" which can be burned readily in an incinerator or burning pit; and
- 2. Noncombustible Rubbish" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees Fahrenheit).
- (2) "Receptacles" or "Containers" means cans, drums, bins, or similar receptacles which can be handled easily, and multiple containers which are handled by mechanical truck-mounted hoists
- (3) "Refuse Collection" means a system of transporting refuse, including non-accountable salvage, from pick-up stations to points of disposal. It includes hauling garbage to the transfer station when required by the terms of a salvage contract.
- a. "Collection" means the accumulated refuse from any one unit at any one time, regardless of the number of cartons or bundles.

TECHNICAL EXHIBIT B REFUSE SERVICE DEFINITIONS

- b. Pick-up Stations" means designated locations where refuse may be conveniently and efficiently assembled and stored in containers for collection
 - (4) Under the terms and conditions of this contract, the contractor and/or any subcontractors utilized are PROFITED from disposing of Hazardous Material (HAZMAT). The contractor may $\underline{\text{NOT}}$ dispose of any material that because of its quantity, concentration, or physical or chemical characteristics may pose a substantial hazard to human health or the environment.

Subcategories of HABITAT include:

"Flammable materials" = any liquid with a flash point of less than 1500 degrees Fahrenheit and certain semi-solids and solids.

Toxic materials

Corrosive materials" (including acids) = any HAZMAT that will cause severe tissue damage by chemical reaction or materially damage surfaces or cause fire when in contact with organic material or certain other chemicals. "Acids means any corrosive having a pH of less than 7.

Oxidizing materials

Aerosol containers

Compressed gases

Hazardous waste also includes any material (liquid, solid or gas) which meets the above definition of hazardous material and is designated as a ${\rm HA}\sim{\rm IAT}$ by the Environmental Protection Agency or State HAZMAT Control Authority.

In addition to the HABITAT identified above, this contract also prohibits disposal of any of the following by the contractor and/or subcontractors: ammunition, weapons, explosives, explosive actuated devices, propellants, asbestos, mercury, pyrotechnics, chemical and biological warfare materials, medical and pharmaceutical supplies, medical wastes, infectious materials, bulls fuels, radioactive materials, and lithium batteries.

TECHNICAL EXHIBIT C WATER TAXI INSPECTION AND ACCEPTANCE CRITERIA

The Commanding Officer or his designated representative of the U.S. ship/vesse shall inspect and accept all liberty boats/water taxis prior to transporting any U.S. military or civilian , personnel. Each order for liberty boat/water taxis services is made on the basis that the request is to be considered a final order/obligation of the U.S. Government only after each water taxi has been inspected and accepted by the ship's representative. The Commanding Officer is solely! responsible for the safety of his crew and subsequent acceptance of liberty boat/water taxi services. The following guidelines will be used by Commanding Officers in their inspection of water taxis prior to acceptance:

a) HULL-

- * Watertight integrity of weatherdecks, bulkheads, watertight closures and interior hull structure;
 - * Superstructure (including masts and stacks);
- * Railings, bulwarks and their attachment to hull, especially guardrails and lifelines;
 - * Provisions for drainage of sea water from exposed decks.

b) MACHINERY -

- * Main propulsion and auxiliary machinery essential to operation of craft;
 - * Sea and bulkhead closure valves;
- * Bilge suction strainers and dewatering systems-bilge pumps to be tested by operation;
 - * Bilges free of flammable liquids.

c) ELECTRICAL

- * Cables;
- * Navigation, deck and emergency lighting;

TECHNICAL EXHIBIT C

WATER TAXI INSPECTION AND ACCEPTANCE CRITERIA

- * Rotating electrical machinery, e.g., generators and motors;
- * Storage batteries.

d) LIFESAVING EQUIPMENT-

- * Life preservers each boat shall be equipped with at least one clean and serviceable life jacket for each passenger and crew member. All jackets shall be stowed in a readily accessible place;
- * Life rafts and hydrostatic release (where applicable) sufficient for maximum boat capacity;
 - * First aid kits, life-rings and distress lights;
 - * Distress signaling devices.
 - e) REFIGHTING EQUIPMENT-
 - * Fire pump subject firehose to fire pump pressure;
 - * portable fire extinguishers;
 - * Fixed systems. e.g., co2
 - f) STEERING APPARATUS
 - g) MTSC SYSTEMS AND EQUIPMENT-
 - * Harbor charts;
 - * Ground tackle and mooring lines;
 - * Whistle/fog horn, bell;
 - * Lighted compass;
 - * Radar (if required);

TECHNICAL EXHIBIT C WATER TAXI INSPECTION AND ACCEPTANCE CRITERIA

* 2-way radio capable of bridge-to-bridge communications.

h) CAPACITY-

- * Each boat shall be capable of transporting the stated minimum number of passengers in compliance with weight restrictions.
- i) POSTING The following information shall be conspicuously posted in both English and Spanish:
 - * Current operator's/Captain's license;
 - * Passenger/Weight Capacity Limit Notice;
 - * Location of life jackets and other life-saving equipment;
 - * Emergency procedures.
 - j) EMERGENCY LIGHTING-
- * Permanent and hand held shad be available and in working order at all times.
 - k) ALCOHOLIC BEVERAGES-
 - * Prohibited at all times aboard the boat (operators and passengers).
 - 1) BOAT OPERATOR QUALD?ICATIONS-
- * Contractor personnel shall have all certifications required and issued by the 'country's government for the boat, as well as the requisite skills to operate the boat in the required area(s). Operators shall speak and understand English and shad be wed rested prior to beginning of shift/operation of boat.

m) SECURITY-

* The U. S. ship/vessel agrees to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel. These personnel will be assigned at the discretion of the ship's Commanding Officer. When embarked in

TECHNICAL EXHIBIT C

WATER TAXI INSPECTION AND ACCEPTANCE CRITERIA

a contractor-operated boat, a Boat Officer will be responsible for the good order and discipline of U.S. military and/or civilian personnel. The assigned Boat Officer shall have the authority to refuse boarding or to order a return to port.

TECHNICAL EXHIBIT D

CONTRACTOR'S QUARTERLY REPORT (HUSBANDING SERVICES)

			CONTRACTOR NAME: DATE:			
	COVIDED IN T					
NAME OF SHIP		CLASS	DA	ATES OF VISIT(S)		
SER	RVICES AND S	UPPLIES PRO	OVIDED (Identif	fy ship provide	d for)	
Contract Line Item Number	Description	Quantity	Unit of Issue	Unit Price (in U.S. \$)	Total Price (in U.S. \$)	
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
ADDITION	AL SUPPLIES	AND SERVIC	ES PROVIDED	(identify ship	provided for)	
Description		Quantity	Unit of Issue	Unit Price (in U.S. \$)	Total Price (in U.S.\$)	
				\$	\$	
				\$	\$	
				\$	\$	
				s	\$	